

11/14/2019

Greater Miami Convention and Visitors Bureau Mathew Ratner, Associate Director, Sports & Entertainment Tourism 14360 NW 77th Court Miami Lakes, FL 33016

Dear Mathew

We are pleased to inform you that the Florida Sports Foundation Board of Directors has approved the following grant(s):

\$7,500 for Soccerex USA 2019: 11/21/2019 - 11/22/2019

Please accept the amount of this conditional award by signing the attached contract agreement within thirty (30) days. A checklist is provided below for your convenience.

- Read and sign contract electronically or sign and return two printed copies to FSF
- Make sure a certificate of insurance naming Florida Sports Foundation is in place and a copy is sent to FSF 15 days prior to the event.
- A post event report is required per FSF Policies & Procedures for disbursement and should include:
  - Front and back copies of cancelled checks, or electronic funds transfers, from grantee to third party for reimbursable expenses.
  - An invoice supporting charges paid above.
  - Proof of exposure for FSF- photos of banners if available.

The post event report can be found and completed on our website.

If you have any questions or concerns, please contact me at (850) 298-6637 or Melissa Estremera at (850) 298-6623.

Sincerely,

Michelle Roque
Director of Finance

Michella

#### FLORIDA SPORTS FOUNDATION

### Sports Industry Conference Assistance Program Grant Agreement

THIS GRANT AGREEMENT entered into this day, 11/14/2019 , by and between the Florida Sports Foundation, Inc., a division of Enterprise Florida, Inc., hereinafter referred to as the "Grantor" and Greater Miami Convention and Visitors Bureau , hereinafter referred to as the "Grantee".

#### WITNESSETH

**WHEREAS**, the State of Florida Legislature mandated in Section 288.901(f), Florida Statutes, that the Grantor shall assist and market professional and amateur sport teams and sporting events in Florida; and the Grantor is empowered to make grants of funds in accordance with the promotion of major and minor sporting events; and,

WHEREAS, the Florida Sports Foundation has approved an appropriation for such grant.

**IT IS,** in consideration of the mutual undertakings and agreements hereinafter set forth, agreed between the Grantor and the Grantee as follows:

#### 1.0 **PARTIES:**

The parties and their respective addresses for the purposes of this Agreement are:

### Florida Sports Foundation

101 North Monroe Street, Suite 1000 Tallahassee, Florida 32301

#### **Greater Miami Convention and Visitors Bureau**

Mathew Ratner 14360 NW 77th Court Miami Lakes, FL 33016

#### 2.0 **NOTICES**:

All notices between the parties, provided for herein, shall be by confirmed fax, confirmed FedEx or certified mail, return receipt requested, delivered to the address of the parties as set forth in section 1.0 above.

#### 3.0 **GRANT DESCRIPTION**:

The Grantee will expend grant funds in accordance with section 6.0(a). Funds made available by the Grantor pursuant to this Grant Agreement shall be expended solely for the purpose of the project and the legislatively appropriated purpose.

- (a) Grantee: Greater Miami Convention and Visitors Bureau
- (b) <u>Payee</u>: Greater Miami Convention and Visitors Bureau
- (c) Name/Date of Event: Soccerex USA 2019: 11/21/2019 11/22/2019 11/21/2019 thru 11/22/2019
- (d) Total Amount of Grant: \$ 7,500
- (e) <u>Project Budget</u>: As provided in the Sports Conference Assistance Application.
- (f) <u>Reporting Schedule</u>: Grantee shall submit final report and request for reimbursement within ninety (90) days of the last day of the event.
- (g) Grant Period: 11/14/2019 through the end of Event

#### 4.0 **GRANT REQUIREMENTS:**

- Audit: Grantee will complete a post event report, an accounting of the events financial activity, and (a) proper use of funds, within ninety (90) days after the event and provide documentation evidencing the direct impact of the event. The Grantee agrees to comply with the audit requirement of Sections 215.97 and 17.03, Florida Statutes, and all applicable Rules of the Auditor General as referenced in Attachment A.
- (b) Records: Grantee shall retain and maintain all records, including records of all payments made by the Grantee in connection with this Agreement, and make available and provide access for financial audit as may be requested by the Grantor, the Grantor's independent auditor, by the state personnel of the Office of the Florida Auditor General, Chief Financial Officer and Office of the Chief Inspector General. Records shall include books, records, documents and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted governmental accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Grant Agreement. Such records shall be retained for a minimum period of seven (7) years after termination of this Agreement.
- Cancellation: Grantee shall notify the Grantor immediately if the event is canceled and the Grantee shall (c) return any funds dispersed pursuant to this Agreement within seven (7) days of such cancellation.
- Insurance: Grantee affirms that all insurance is in place, which is pursuant to this Agreement, and that the (d) Grantor will be held harmless from, (i) in the case of any damage to the Grantee, its supplies or employees, (ii) from all claims, suits, judgments, or damages arising from the Grantee's performance of the provisions that are the subject of this Agreement.
- Indemnification: Grantee shall act as an independent contractor and not as an employee of the Grantor in the performance of the tasks and duties, which are the subject of this Grant Agreement. The Grantee shall be liable, and agrees to be liable for, and to the extent allowed by law, shall indemnify, defend, and hold the Grantor, the state of Florida, and its employees and agents, harmless from all liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented inventions, process or articles manufactured by the Grantee, and well as claims, suits, judgments, or damages arising from the Grantee's performance of the tasks and duties which are the subject of this Grant Agreement. If Grantee is a government entity, the Grantee is subject to the provisions and limitations of 768.28 Florida Statute, and agrees to indemnify, hold harmless and defend Grantor from and against claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorney's fees) caused as a result of the negligent acts of the government entity or its employees.

#### 5.0 **TERMINATION:**

- Breach: This Agreement may be terminated by the Grantor for breach upon failure of the Grantee to perform any requirement or provisions of this Agreement upon no less than twenty-four (24) hours written notice from the time the Grantor becomes aware of the breach. If Grantor determines that a breach of any provision of this Agreement has occurred, Grantor has the right to withhold a portion of the grant award as determined by the Board of Directors.
- (b) Refusal to Grant Public Access: This Agreement may be terminated by the Grantor for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Grantee in conjunction with this Agreement. (Section 287.058, Florida Statutes)
- Unauthorized Aliens: Grantor will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement. Grantee shall utilize the U.S. Department of Homeland Security's E-Verify, in accordance

with the terms governing the use of the system, to verify the employment eligibility of:

- (a) All persons employed during the contract term by the contractor to perform employment duties within Florida; and
- (b) All persons (including subcontractors) assigned by Grantee to perform work pursuant to this agreement.

#### 6.0 **PAYMENTS**:

(a) <u>Transfer of Funds.</u> Funds will be made available by the Grantor to the Grantee, as a reimbursement for paid invoices, which are supported by canceled checks dated within the grant period, upon receipt and review of a completed Post Event Report. Only those items identified as allowable below will be reimbursed. The following summarizes the allowable/disallowable expenses that may be used for reimbursement.

#### Allowable Expenses:

- 1. Promotion, marketing & programming
- 2. Paid advertising & media buys
- 3. Production & technical expenses; officials
- 4. Site fees, venue rentals, costs (contract help)
- 5. Rentals, insurance, rights fees, bid fees, sanction fees, non-monetary awards
- 6. Required hospitality or social functions

#### <u>Disallowable Expenses:</u>

- 1. General and administrative expenses
- 2. Building, renovating and/or remodeling
- 3. Permanent equipment purchases
- 4. Debts incurred prior to the grant
- 5. Programs which solicit advertising
- 6. Travel expenses
- (b) <u>Availability of Funds</u>. The Grantor's liability under this Grant Agreement is contingent upon the continued availability of an annual appropriation by the Legislature of the State of Florida. In the event this Grant Agreement extends beyond the Grantor's current fiscal year that begins on July 1 of each year and ends on June 30 of each succeeding year, the Grantor and the Grantee mutually agree that performance and payment during subsequent fiscal periods is contingent upon sufficient funds being appropriated. The Grantor shall be the final determiner of the availability of such funds.

#### 7.0 **LEGAL REQUIREMENTS**:

- (a) With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Grant Agreement shall be governed by, and be consistent with, the whole law of the state of Florida, both procedural and substantive. Any and all litigation arising under this Grant Agreement shall be brought in the appropriate state of Florida court in Leon County, Florida.
- (b) Grantee agrees to comply with any and all applicable federal, state, and local laws related to the execution of the Grant Agreement.
- 8.0 **MODIFICATION**: This writing and any Attachments herein, contains the entire Grant Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms of this Grant Agreement, unless done in writing and signed by an executive officer of the Grantee and designee for the Grantor.

#### 9.0 **MISCELLANEOUS:**

- (a) The Grantor is not bound by any agreements to indemnify or hold harmless, nor responsible for liquidated damages or cancellation charges.
- (b) No provision of this Grant Agreement shall be construed as a waiver by the Grantor of any right, defense or claim, which the Grantor may have in any litigation arising under the Grant Agreement. Nor shall any Agreement provision be construed as a waiver by the state of Florida, and its employees and agents, of any right to initiate litigation.
- (c) The Grantee affirms that it is aware of the Grantor's Grant Program Policies & Procedures in place and effective throughout the term of this Grant Agreement.

#### 10.0 VENDORS ON SCRUTINIZED COMPANIES LISTS:

By executing this Agreement, «Organization», the Grantee, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the Grantor may immediately terminate this Agreement for cause if the Grantee is found to have submitted a false certification as to the above or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the Grantor determines that the Grantee has submitted a false certification, Grantor will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that Grantor's determination of false certification was made in error, Grantor shall bring a civil action against the Grantee. If the Grantor's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Grantee, and the Grantee will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Grantor's determination of false certification by Grantor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Article 10, this Article 10 shall be null and void.

**IN WITNESS WHEREOF,** the parties have caused their hand to be set by their respective authorized officials hereto.

For: Florida Sports Foundation	For: Greater Miami Convention and Visitors Bureau	
Angela Suggs, President & CEO	Signature - Authorized Agent	
11/20/2019	Associate Director, Sports & Entertainment	
Date	Title	
	11/19/2019	
	Date	

#### Attachment A

#### THIS IS A STATE FUNDED AWARD

- 1. The Grantor hereby indicates state financial assistance is used to fund this Agreement, awarded through the Department of Economic Opportunity by an agreement.
- 2. State Project

FLORIDA SPORTS FOUNDATION Funding FY 2019-2020		
Line Item	Title	Fund
2324	Grants and Aids – FLORIDA SPORTS	State Economic Enhancement
	FOUNDATION	and Development (SEED) TF
2324	Grants and Aids – FLORIDA SPORTS	Professional Sports
	FOUNDATION	Development TF

#### **Catalog of State Financial Assistance**

Standard state project number identifier: 40.040

State Project Title: Local Economic Development Initiatives

Agency: **Department of Economic Opportunity** 

Program: Community Development/Division of Strategic Business Development

Budget Entity: 40300100 / 40300200 / 40400100 Community and Economic Development

**Projects** 

Specific Appropriation: Line Item 2324

Appropriation Category: 100562 / 100931 / 102241 - Community and Economic

**Development Projects** 

Authorization: GAA

- 3. In connection with the audit requirements addressed in herein, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 4. Additional information regarding the Florida Single Audit Act can be found at: <a href="https://apps.fldfs.com/fsaa/statutes.aspx">https://apps.fldfs.com/fsaa/statutes.aspx</a>





## WHY SPONSOR?

Soccerex USA can give your corporation the edge with two days of unparalleled learning, networking and doing business with football's most influential figures.

### **KEY BENEFITS**

#### ✓ International Media Exposure

With the world's media looking on, give your brand global recognition through Soccerex's media partnerships, TV, radio and print coverage and all key social media outlets

#### ✓ Positioning your product

Sponsorship at Soccerex USA is your gateway to the region's elite, giving you the platform to showcase your product to those that matter

#### ✓ Industry Leadership

Establish your business at the forefront of the continent's soccer industry and align yourself with the prestigious Soccerex brand

#### ✓ Unrivalled Senior Meeting Opportunity

With hundreds of rights holders in attendance, Soccerex's networking opportunities are a unique and invaluable chance to meet and talk business with soccer's senior buyers

#### ✓ Personal Account Manager

Soccerex's account managers are dedicated to ensuring you maximise the benefits of your sponsorship, and connect you with the relevant stakeholders both during and post-event

#### ✓ Structured Networking

From informal Happy Hours and Social Evenings to structured speed-networking sessions such as SoccerMatch, Soccerex USA is the ideal platform to grow your list of industry contacts



# WHY ATTEND?

- ✓ Position your brand at the heart of the football industry
- ✓ Promote your expertise to potential clients and senior decision makers within the government sector
- ✓ Gain competitive advantage
- ✓ Position your company as industry expert in one of the many targeted workshop opportunities available

"Soccerex is well known internationally so it's great to get to meet people from all around the world, we have connected with people from China and also India at the event so it's a great meeting place for everyone from the football industry to gather."

#### Andrew Bacchus

Head of Global Sports Projects, The Sports Economy (Department of International Trade)

### PREVIOUS ATTENDEES



























## THE STUDIO CONFERENCE PANEL

The largest studio plays host to thought-leaders from across the globe discussing the latest developments in their specialist fields.

### DELIVERABLES

- ✓ 2026 Miami Bid presence as part of the Soccerex USA 2019 opening ceremony speaking opportunities for up to two key state / city dignitaries providing a platform to launch the 2026 Miami Bid logo and other campaign details
- ✓ Opportunity to distribute 2026 Miami Bid marketing materials to attendees at the event
- Jose Sotolongo to join "Being a Soccer City" panel which is a 40min discussion hosted by John Kristick, and will also feature leaders from the Sports Commissions of Atlanta. Houston and Orlando
- ✓ Profile of Jose Sotolongo within the 'Meet the Game-Changers' section of Selection of Attendees
- ✓ Enhanced level of brand exposure from increased media coverage across conference sessions
- ✓ Opportunity to personally invite up to 75 key Soccerex attendees to a private evening at Hard Rock stadium to further promote 2026 Miami Bid

- Receive a video copy of both conference sessions post event
- Official Event Supporter designation, including Gold Level branding at the event
- ✓ Supporter announcement made via Soccerex social media channels (45,000+ reach)
- ✓ Company profile and logo placed on the Soccerex website, event delegate guide, event app and event loop tape
- ✓ Inclusion of a 1 minute video in the event loop tape
- ✓ 2 Invitations to exclusive pre-event VIP Revie Dinner
- ✓ 4 VIP delegate passes
- ✓ 6 delegate passes
- Personal introductions via account manager to key event attendees



# **COST SUMMARY**

Package: 2026 Miami Bid Launch

Cost: \$15,000

Prepared for GMCVB by Joe Martin

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Soccerex

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