

MEMORANDUM

Agenda Item No. 8(I)(2)

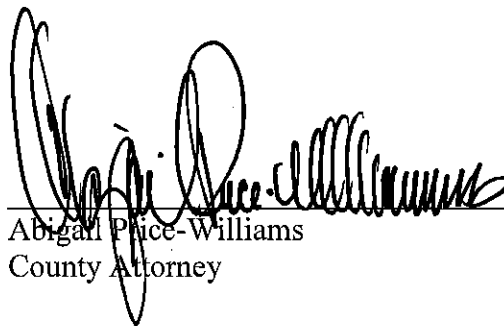
TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: November 7, 2017

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving the terms and ratifying the action of the County Mayor in executing a Short-Form License Agreement with Miami-Dade County Fair and Exposition, Inc., and Miami-Dade County, through the Miami-Dade Police Department, to conduct training exercises on the premises of the Miami-Dade County Fair and Exposition, Inc.; and further authorizing the County Mayor to execute additional Short-Form License Agreements as necessary and exercise any cancellation provisions contained therein

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Joe A. Martinez.

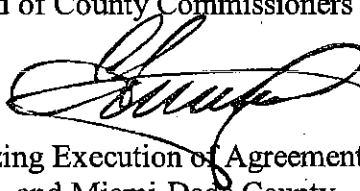


Abigail Price-Williams
County Attorney

APW/smm

DATE: November 7, 2017

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

FROM: Carlos A. Gimenez
Mayor 

SUBJECT: Resolution Authorizing Execution of Agreements between Miami-Dade County Fair
and Exposition, Inc., and Miami-Dade County

Recommendation

It is recommended that the Board of County Commissioners (Board) approve and ratify the action of the County Mayor or County Mayor's designee in executing a Short-Form License Agreement between the Miami-Dade County Fair and Exposition, Inc., and Miami-Dade County (County), through the Miami-Dade Police Department (MDPD) and authorize the execution of additional agreements as necessary. This resolution will authorize the County Mayor or the County Mayor's designee to utilize this facility to conduct training exercises, and to execute the cancellation provisions contained in the Agreements.

Scope

Training exercises will occur at the Miami-Dade County Fair and Exposition, Inc., located in District 11, Commissioner Joe A. Martinez.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to execute short-form license agreements between Miami-Dade County Fair and Exposition, Inc., and Miami-Dade County as training exercises are scheduled.

Fiscal Impact/Funding Source

There is no fiscal impact to the County.

Track Record/Monitor

Edgardo Caneva, Major, for MDPD's Special Patrol Bureau, will track and monitor the agreements.

Background

Ratification of the attached Agreement and authorization of additional agreements is necessary for MDPD to utilize the premises of the Miami-Dade County Fair and Exposition, Inc. to conduct training exercises to provide specialized services, including protective services for visiting officials. The training exercises will be coordinated by the MDPD and will involve MDPD personnel, as well as sworn personnel from law enforcement agency partners, including federal, state, and local. This is an important partnership for Miami-Dade County and the MDPD.



Russell Benford
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: November 7, 2017

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(I)(2)

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 ____, 3/5's ____, unanimous ____) 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. 8(I)(2)
11-7-17

RESOLUTION NO. _____

RESOLUTION APPROVING THE TERMS AND RATIFYING THE ACTION OF THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE IN EXECUTING A SHORT-FORM LICENSE AGREEMENT WITH MIAMI-DADE COUNTY FAIR AND EXPOSITION, INC., AND MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE POLICE DEPARTMENT, TO CONDUCT TRAINING EXERCISES ON THE PREMISES OF THE MIAMI-DADE COUNTY FAIR AND EXPOSITION, INC.; AND FURTHER AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE ADDITIONAL SHORT-FORM LICENSE AGREEMENTS AS NECESSARY AND EXERCISE ANY CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying Mayor's Memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the terms and ratifies the execution by the County Mayor or the County Mayor's designee of the attached Short-Form License Agreement between Miami-Dade County Fair and Exposition, Inc., and Miami-Dade County, through the Miami-Dade Police Department, to conduct training exercises on the premises of the Miami-Dade County Fair and Exposition, Inc., and further authorizes the County Mayor or County Mayor's designee to execute additional short-form license agreements in substantially the form attached hereto as necessary, to achieve the stated purpose articulated in the accompanying Mayor's Memorandum, for and on behalf of Miami-Dade County, and exercises any cancellation provisions contained therein.

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

Esteban L. Bovo, Jr., Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of November, 2017. 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.

Anita Viciano Zapata



MIAMI - DADE COUNTY FAIR AND EXPOSITION, INC.

10901 Coral Way
Miami, FL 33165
Tel: (305) 223-7060
Fax: (305) 554-6092

SHORT-FORM LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter "License") made this 15th day of AUGUST, 20 17, by and between MIAMI - DADE COUNTY FAIR AND EXPOSITION, INC., a Florida nonprofit corporation organized under Chapter 616, Florida Statutes, (hereinafter "The Youth Fair") and the "Licensee" as more fully described below:

Licensee: **Miami-Dade County / Miami-Dade Police Department**
Mailing Address: **9105 NW 25 Street, Doral, FL 33172**
Telephone Number: **305-471-3518**
Email: **JuanPerez@mdpd.com**
Authorized Representative: **Carlos A. Gimenez**
FEI: **596-000-573**

RW 8/29/17

~~For and in consideration of Ten Dollars (\$10.00), and the obligations of the parties hereto,~~ The Youth Fair grants to Licensee the revocable privilege to use and occupy the areas outlined and defined in the attached layout of The Fairgrounds of The Youth Fair (Exhibit A), subject to the terms, provisions and conditions of this License, for the sole, exclusive and specific purpose of holding and conducting: training exercises ("Event"), and for no other purpose(s).

1. USE DATES AND TIMES:

August 30 - 31, 2017, all day each day, 7:00 a.m. - 4:00 p.m.

Licensee at its MOVE-OUT shall be responsible for leaving the area identified in Exhibit A in the same condition prior to Licensee's Event and use and shall leave it in a clean manner, including removing all catering supplies and equipment, including but not limited to dishes, flatware, glasses and linen. Should the Youth Fair be required to clean the aforesaid area, Licensee agrees to reimburse The Youth Fair for the cleaning charges upon receipt of the costs incurred.

2. **FEE TERMS:** Licensee agrees to pay The Youth Fair the sum of \$ 00.00 (please refer to Exhibit B) thirty (30) days prior event.

TRU 8/29/17

3. **INSURANCE & INDEMNITY:** Licensee shall maintain at its own cost and expense the following insurance coverage's during the entire term of this Agreement. At least thirty (30) days prior to the Event, Licensee shall provide The Youth Fair with a Certificate of Insurance in a form and from an insurer acceptable to The Youth Fair, providing all coverage's shown below. Certified policy endorsements shall also be provided to the Youth Fair.

Comprehensive General Liability insurance including, without limitation, coverage for premises and operation, personal and advertising injury, medical payments, contractual for this Agreement and other agreements covering Licensee's operations at the Event, and products and completed operations (if any products are to be sold, given away or otherwise distributed) with limits of not less than One Million Dollars (\$1,000,000.00) each occurrence, combined single limit for bodily injury and property damage. There shall be a primary limit of no less than One Million Dollars (\$1,000,000.00).

The certificate of insurance shall designate the Miami-Dade County Fair & Exposition, Inc. and the Miami-Dade County Board of County Commissioners covered as named additional insured parties. The Licensee's liability insurance shall be primary and non-contributory with respect to liability assumed by Licensee hereunder and shall include a waiver of subrogation in favor of The Youth Fair.

TRU 8/29/17

Licensee hereby covenants and agrees to fully exonerate, indemnify, defend and hold harmless the MIAMI DADE COUNTY FAIR & EXPOSITION, INC., its Board of Directors, Officers and all management, staff, agents, employees, volunteers, representatives and MIAMI-DADE COUNTY and its Board of County Commissioners each severally and separately from any and all claims, suits, losses, damages, judgments, fines, penalties, liabilities, expenses, including reasonable attorney's fees and costs, in all administrative proceedings and at the trial and appellate level, for any injury or death to persons (whether they be third persons or employees of either The Youth Fair or Licensee) and any loss (through theft, fire or otherwise) of or damage to property (whether it be that of The Youth Fair, the Licensee or some third party) caused by, growing out of, or arising out of Licensee's use of The Youth Fairgrounds, including, without limitation, its use by Licensee's agents, sub-licensees, vendors, concessionaires or any other entity or person associated with Licensee; exercise of any rights under the Agreement; breach of any term, warranty or provision of this Agreement by Licensee; the sale of products; Licensee's operation on The Youth Fairgrounds, breach of the provision regarding hazardous waste and any clean up or fines associated therewith; or any act or omission of Licensee, its employees, officers, or agents. All such liability is hereby expressly assumed by Licensee. Such indemnification shall not apply to injury to persons or damage to property arising out of The Youth Fair's negligence or willful misconduct. This provision shall expressly survive termination of this Agreement.

Miami-Dade County Fair & Exposition, Inc. acknowledges that Miami-Dade County is self-insured and that a letter of self-insurance is incorporated herein by reference.

TRU 8/29/17

Eu 9/30/17

Each party to this Agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this Agreement.

- 4. **CANCELLATION BY THE YOUTH FAIR:** The Youth Fair reserves the unilateral right to cancel this License for the public good in the event of a natural disaster or other emergency as determined in the sole and arbitrary opinion of The Youth Fair or in the event of any request by any Federal, State or County agency for use of The Youth Fairgrounds, it being understood and agreed by Licensee that its rights hereunder are subordinate and inferior to the right of use by any Federal, State or County agency or department, in which case any funds paid by the Licensee for unused days will be refunded without penalty. Should The Youth Fair exercise its rights to cancel this License, Licensee agrees to forego any and all claims for damages against The Youth Fair and further agrees to waive any and all rights which might arise by reason of the terms of this License and the Licensee shall have no recourse of any kind against The Youth Fair.

- 5. **COMPLIANCE WITH LAWS:** Licensee shall comply and shall require its agents, vendors, sub-licensees, concessionaires and employees to comply with all laws, ordinances and regulations adopted or established by Federal, State or Local Governmental agencies or bodies and with all rules and regulations provided by The Youth Fair from time to time.

- 6. **ASSIGNMENT:** This License is between The Youth Fair and Licensee. Licensee may not assign this License, or any interest in the License, without The Youth Fair's prior written consent, which consent shall be within The Youth Fair's sole discretion.

- 7. **LICENSES, PERMITS AND TAXES:** Licensee agrees to obtain the proper licenses and/or permits for the use of the space covered by this License as required by Federal, State or Miami-Dade County agencies pursuant to Florida law and Miami-Dade County ordinances, and supply evidence of same to The Youth Fair on demand.

- 8. **ENTIRE AGREEMENT:** All terms and conditions of this License shall be binding upon the parties, their heirs, representatives and assigns, and cannot be waived or modified by any oral representation of promise of any agent or other representative of the parties hereto unless the same be in writing and signed by the duly authorized agent or agents who executed this License. Such written document must be incorporated by specific reference therein as a part of this License. Neither party may rely on any oral representations and must look solely to the terms of this License. Furthermore, Licensee agrees that, notwithstanding the possibility of significant damages to Licensee in the event The Youth Fair exercises its unilateral right of cancellation and terminations provided herein, and the right to retain the deposit and other monies, and other rights under the License, the Licensee agrees to the terms contained herein and executes this License voluntarily and freely. This License constitutes the entire agreement and understanding between the parties, whether oral or in writing, as to the subject matter hereof. Any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force or effect. The Licensee or Licensee's representative, who executes this License, by signing his or her initials in the line provided below, has acknowledged that he or she understands the legal consequence and import of this clause.

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9. **EXHIBITS:** Any exhibits attached to this License shall, by this reference, be incorporated into this License.

Attest:

LICENSEE



Signor Name and Title **Carlos A. Gimenez, Mayor
Miami-Dade County**

DATE: 8/8/17



**Juan J. Perez, Director
Miami-Dade Police Department**

DATE: 8/2/2017

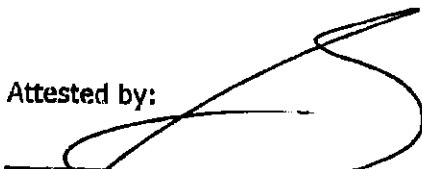
MIAMI-DADE COUNTY FAIR & EXPOSITION, INC.



Robert Hohenstein, President & Chief Executive Officer

DATE: 8/15/17

Attested by:

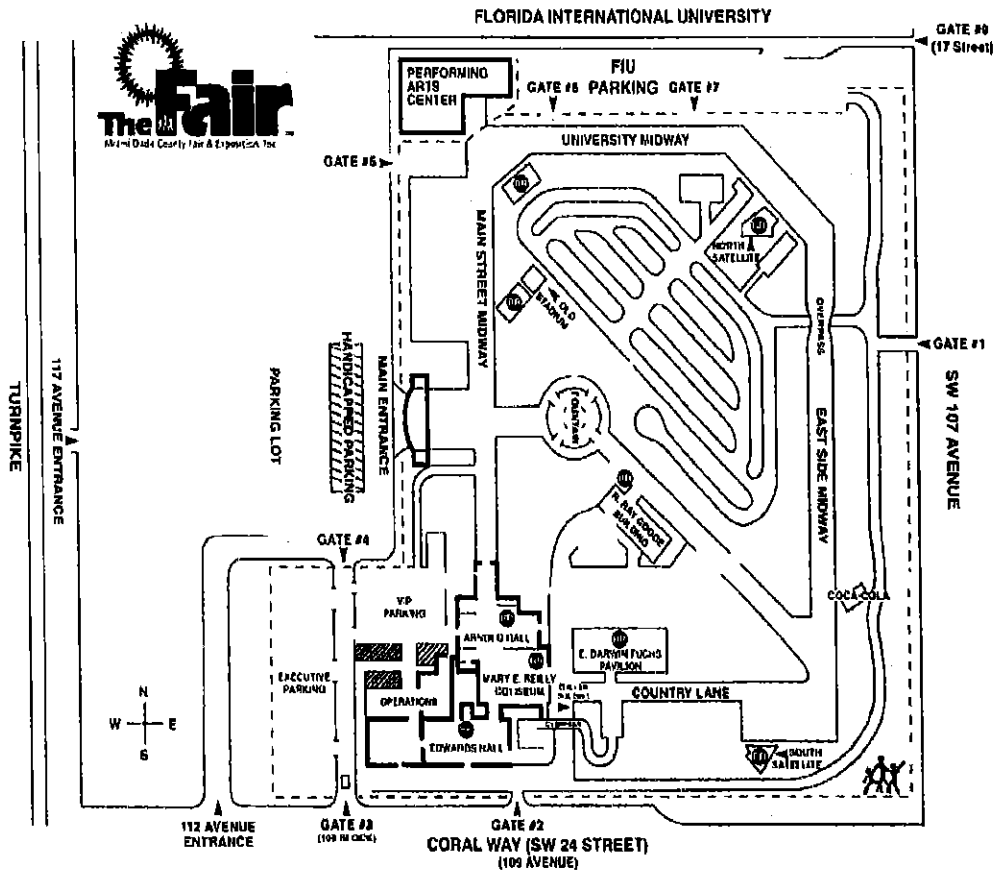


Deputy Clerk



MIAMI-DADE COUNTY
Fair Expo
Center

EXHIBIT A





**EXHIBIT B
(SCHEDULE OF FEES)**

There are no fees to be charged.



miamidade.gov

FV
8/29/17

Internal Services
Risk Management Division
111 NW 1st Street • Suite 2340
Miami, Florida 33128-1926

July 31, 2017

Julie L. Blanco, Director, Administration & Compliance
Miami-Dade County Fair & Exposition, Inc.
10901 Coral Way
Miami, FL 33165

**RE: Training Exercises conducted by the Miami-Dade Police Department
August 30 – 31, 2017**

Dear Ms. Blanco:

This is to inform you that Miami-Dade County has an on-going self-insurance program for Worker's Compensation, General Liability and Automobile Liability covering employees and officials of the County.

Since the County does not carry insurance with an insurance company, we cannot provide you with a Certificate of Insurance.

However, in compliance with and subject to the limitations of Florida Statutes, Section 768.28 and Chapter 440, provisions have been made in this office to process any claims that may arise and the same protection will be afforded as would be provided by a policy of insurance.

Sincerely,

Frank Vasquez
Interim Risk Management Property and Casualty Manager

FV/