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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 14(A)(5)

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

DATE: February 19, 2014

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Resolution waiving competitive bidding by a two-thirds vote of Board members present pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1 of the Code to approve the amendment to the performance agreement between the County and Moreno Firms, Inc. for the 2014 Miami International Agriculture and Cattle Show for a total contract amount not to exceed $195,000.00

Resolution No. R-185-14

The accompanying resolution was prepared by the Parks, Recreation and Open Spaces Department and placed on the agenda at the request of Prime Sponsor Senator Javier D. Souto.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

Date: February 19, 2014

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

From: Carlos A. Gimenez
Mayor

Subject: Waiver of Formal Bid Procedures Allowing Payment to Moreno Firms, Inc. for the 2014 Miami International Agriculture and Cattle Show

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Recommendation
It is recommended that the Board of County Commissioners (Board) approve a waiver of the formal bid procedures of Implementing Order 3-38 and bid protest procedures, to allow the Parks, Recreation and Open Spaces Department (PROS) to contract with Moreno Firms, Inc. in an amount of $70,000.00 (Exhibit A), and a total aggregate amount not to exceed of $195,000.00 for the 2014 Miami International Agriculture and Cattle Show.

Scope
The 7th Annual Miami International Agriculture and Cattle Show (MIACS) will be held at the Ronald Reagan Equestrian Center at Tropical Park, 7900 SW 40 Street in Commission District 10, Commissioner Javier D. Souto, however the MIACS has a Countywide impact.

Fiscal Impact/Funding Source
The total fiscal impact to Miami-Dade County from this agreement is $195,000.00. Funding of $150,000.00 is from PROS index code PREEVT448001, and funding of $45,000 is from County Commission District 10 funds. The Cattle Show has an allocation of $150,000.00 in the FY2013-14 Adopted Budget, listed in Volume 1, appendices H and I. The total payment to Moreno Firms, Inc. consists of $125,000.00 from the Performance Agreement and $70,000.00 for this bid waiver (County funds of $25,000 and Commission District 10 funds of $45,000).

Track Record/Monitor
This agreement will be monitored by George Parrado and Janeen Feiger from PROS.

Background
PROS entered into a Performance Agreement (Exhibit B) with Moreno Firms Inc. for $125,000.00 authorized by Resolution R-1004-12 for the 2014 MIACS. Under R-1004-12, the maximum amount payable to an individual or firm per event is $125,000.00. Senator Javier D. Souto has contributed $45,000.00 of Commission District 10 funds towards the 2014 MIACS. Board approval is needed to authorize funds over the $125,000.00 limit of R-1004-12 for Moreno Firms, Inc. for services for the 2014 MIACS.

The 7th Annual MIACS runs from April 11-14, 2014. The event attracts more than 30,000 visitors a year from over 24 countries and features a cattle auction, equestrian shows, and local agriculture vendors. MIACS was created by Commissioner Javier D. Souto, seeking to promote Miami's agricultural and livestock industries to the rest of the country and the world. This event has expanded over the last seven years, promoting Miami-Dade County as an international gateway in

agri-business between Florida, the Southeastern U.S., and Latin America. Representatives from over 24 countries take part in this event. Cattle breeders from over 18 states have showcased over a dozen breeds of cattle at the show. The Florida Cattlemen's Association awarded MIACS status as one of five Premier Point Shows in Florida, and the event has also been recognized for four years by the American Brahman Breeders Association as a point show. Paso Fino and other horse exhibitions will also be featured.

Lisa M. Martinez, Senior Advisor
Office of the Mayor

Attachments

MEMORANDUM

(Revised)

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

DATE: February 19, 2014

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 14(A)(5)

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**
_____	**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. 14(A)(5)
2-19-14

RESOLUTION NO. R-185-14

RESOLUTION WAIVING COMPETITIVE BIDDING BY A TWO-THIRDS VOTE OF BOARD MEMBERS PRESENT PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1 OF THE COUNTY CODE TO APPROVE THE AMENDMENT TO THE PERFORMANCE AGREEMENT BETWEEN THE COUNTY AND MORENO FIRMS, INC. FOR THE 2014 MIAMI INTERNATIONAL AGRICULTURE AND CATTLE SHOW FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $195,000.00; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH AMENDMENT AND TO EXERCISE ALL RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying 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 finds it in the best interest of the County to waive competitive biddings by a two-thirds vote of the Board members present pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1 of the County Code to approve the Amendment to the Performance Agreement ("Amendment") between the County and Moreno Firm, Inc., in substantially the form attached hereto, for the 2014 Miami International Agriculture and Cattle Show for a total contract amount not to exceed $195,000.00, and authorizes the County Mayor or County Mayor's designee to execute the Amendment and to exercise any and all rights conferred therein.

The foregoing resolution was offered by Commissioner **Sen Javier D. Souto**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman	**aye**		
Lynda Bell, Vice Chair	**aye**		
Bruno A. Barreiro	**aye**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 19th day of February, 2014. 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: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MAG

Miguel A. Gonzalez

EXHIBIT A

AMENDMENT
TO THE PERFORMANCE AGREEMENT
BETWEEN
MIAMI-DADE COUNTY and MORENO FIRMS, INC.

This Amendment to an AGREEMENT by and between MIAMI-DADE COUNTY ("Miami Dade County" or "Presenter") and Moreno Firms, Inc. ("Agency" and, together with the Presenter the "Parties") is effective as of this _____day of _____, 2014

This Amendment amends the Performance Agreement (Exhibit B) between Miami-Dade County and Moreno Firms, Inc. All other terms and conditions from the Performance Agreement listed as Exhibit B remain in full force and effect.

I. Article I(6) of the Performance Agreement is hereby amended and replaced with the following:

6. Payment Terms:	See Attachment A for payment terms and details $39,488.00 by Nov. 8, 2013 $29,893.00 by Nov. 15, 2013 $30,619.00 by Dec. 9, 2013 $25,000 by Jan. 15, 2014 and upon approval by the Board of County Commissions for $70,000: $30,000.00 by Feb. 28, 2014 $25,000.00 by March 10, 2014 $15,000.00 by April 14, 2014

II. Attachment A to the Performance Agreement is hereby amended to add the following at the end of Attachment A:

Auditing
The County shall assign an individual ("Liaison") tasked with overseeing all preparations and operations for the 2014 Miami International Agriculture and Cattle Show (MIACS). Agency shall grant the County's Liaison access to the calendar, records, and all advertising, promotions, publication and trade arrangements of the Agency relating to the 2014 MIACS and unfettered access to all other meetings and third-party contacts relating to the 2014 MIACS. In particular, Agency shall provide the Liaison with records, entry forms and contacts relating to the animals to be exhibited at the 2014 MIACS. Further, Agency shall provide the Liaison with reasonable advance notice of all meetings and travel outside of Miami-Dade County relating to the MIACS so that the Liaison has sufficient time to make arrangements to attend such meetings as well. The Liaison will request the information from Agency with reasonable notice.

Noncompeting Auction
The parties acknowledge and agree that the County currently has scheduled the 2014 MIACS on April 11-13, 2014 and, with respect to the MIACS, has trade secrets and/or confidential business and professional information that while not trade secrets is nonetheless valuable, substantial relationships with prospective and/or existing clients, and client goodwill associated with an ongoing business practice- the MIACS, geographic location- the State of Florida, and marketing area- the Southwest United States and South America ("Legitimate Business Interest").

The parties acknowledge and agree that in order to protect these Legitimate Business Interests, Agency shall not solicit any clients, ranches, associates, presenters, exhibitors, consultants and/or contractors of the MIACS ("MIACS Contacts") for the purposes of suggesting, offering and/or encouraging such MIACS Contacts to participate in a cattle show or sale of livestock or sale of genetic material event in lieu of participating in and/or making purchases at the 2014 MIACS. Further, Agency agreed not to undertake, host and/or sponsor any cattle show, sale of livestock, and/or sale of genetic materials, other than the 2014 MIACS, any sooner than April 17, 2014.

The covenants and obligations contained in this Article 7 shall survive the expiration or termination of this Agreement.

Auction Funds to County

The Parties agree that one-hundred percent of the "Net Revenues" from the "Magic City Sale" / cattle auction will be provided to the South Florida Autism Charter School ("SFACS") for the 2014 MIACS / Cattle Show. "Net Revenues" shall mean the total revenues received and collected by the Agency from the sale of semen, embryos, livestock, cattle and/or flushes ("Sale Items") sold via the auction, minus the monies that need to be remitted back to the operation/company/entity that provided the Sale Items as per any consignment agreement with such operation/company/entity and the sale commission of 18% due to agency. Agency shall provide the County with a copy of all such consignment agreements and all consignment agreements shall be in writing. Agency shall remit such collected payment to the SFACS within one-hundred and twenty (120) days of the 2014 MIACS.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement:

ATTEST:

Signature: _____

Printed Name: Kelvin Hamm

Federal ID #: 202 41 0983
Or,
SS#: _____

MIAMI-DADE COUNTY, FLORIDA by its
BOARD OF COUNTY COMMISSIONERS on

This _____day of _____, 2014

BY: _____
Carlos A. Gimenez
Mayor

Approved as to form and Legal sufficiency:

_____
Assistant County Attorney,
Miami-Dade County

EXHIBIT B

MIAMI-DADE COUNTY PARKS, RECREATION, AND OPEN SPACES DEPARTMENT

PERFORMANCE AGREEMENT
BETWEEN
MIAMI -DADE COUNTY, FLORIDA - PARKS, RECREATION, AND OPEN SPACES DEPARTMENT
and
Moreno Firms, Inc.
(Agency)

This AGREEMENT by and between MIAMI-DADE COUNTY, FLORIDA- PARKS, RECREATION, AND OPEN SPACES DEPARTMENT ("Miami Dade County" or "Presenter") and **Moreno Firms, Inc.** ("Agency" and, together with the Presenter the "Parties") is effective as of **Oct. 28, 2013**

ARTICLE I
DESCRIPTION OF AGREEMENT

1.	Artist Name and Address:	Kelvin Moreno Moreno Firms, Inc. 11040 SW 36th Street Miami, FL 33165
2.	Date(s) and Time(s) of Use:	April 11-12, 2014 all day, each day
3.	Description of Event or Service:	7th Annual Miami International Agriculture & Cattle Show at Tropical Park
	Agency shall:	Provide management and execution of Cattle Shows, advertising in major industry publications and online auction. (see Attachment A for details)
	Presenter shall;	Provide venue
4.	Location:	Tropical Park 7900 SW 40 Street
5.	Fee:	$125,000.00 plus $70,000 contingent upon approval by the Board of County Commissioners
6.	Payment Terms:	See Attachment A for payment terms and details $39,488.00 by Nov. 8, 2013. $29,893.00 by Nov. 15, 2013 $30,619.00 by Dec. 9, 2013 $25,000 by Jan. 15, 2014 and upon approval by the Board of County Commissions for $70,000: $30,000.00 by Feb. 15, 2014 $25,000.00 by March 15, 2014 $15,000.00 by April 15, 2014

MIAMI-DADE COUNTY PARKS, RECREATION, AND OPEN SPACES DEPARTMENT
ARTICLE II
GENERAL CONDITIONS

1. **Parties:** The parties to this Agreement are the Agency listed in Article I., and Miami-Dade County, Florida, a political subdivision of the State of Florida.

2. **Liability and Indemnification:** It is expressly understood and intended that the Agency is not an officer, employee or agent of Miami-Dade County, its Board of County Commissioners, its Mayor, or Parks, Recreation, and Open Spaces Department. Further, for purposes of this Agreement, the project or activity, the parties hereto agree that the Performer, its officers, agents and employees are independent contractors.

The Agency shall take all actions as may be necessary to ensure that its officers, agents, employees, assignees and/or subcontractors shall not act as nor give the appearance of that of an agent, servant, joint venture, collaborator or partner of Miami-Dade County, its Board of County Commissioners, its Mayor, Parks, Recreation, and Open Spaces Department or its employees. Agency shall not include its name, logo, or any other symbol associated with Agency in any marketing/promotional materials, advertisements, or communications regarding the Event or Service. Agency may, however, identify Kelvin Moreno (by name only) as the contact person and cattle show manager for the Event or Service.

The Agency agrees to be responsible for all work performed and all expenses incurred in connection with the project. The Agency may subcontract as necessary to perform the services set forth in this agreement, including entering into subcontracts with vendors for services and commodities, provided that it is understood by the Agency that Miami-Dade County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Agency shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

The Agency shall indemnify and hold harmless the Miami-Dade County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Miami-Dade County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, law suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Agency or its employees, agents, servants, partners, principals or subcontractors. Agency shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of Miami-Dade County, where applicable including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Agency expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Miami-Dade County or its officers, employees, agents and instrumentalities as herein provided.

The Agency agrees to deduct, pay and remain solely responsible for any necessary workman's compensation insurance premiums, income taxes, required withholdings, unemployment insurance premiums, agent's fees or commissions, or union dues arising out of the performance of Agency's obligations arising under this Agreement and/or the attached Rider, and Agency will hold Miami-Dade County harmless against any such expenses, fees, commissions, and/or alleged violation(s) or any local ordinances, codes, statutes and/or regulations, as well as against any claim(s) by any Union(s) and/or Agent(s) for benefits, fees, commissions, dues, or other payments arising out of or resulting from the performance contemplated herein.

3. **Agency Obligation:** Unless otherwise agreed by the parties in writing, Agency shall provide all necessary equipment for the performance at Agency's sole expense. Miami-Dade County is not responsible for any equipment unless otherwise specifically provided for in this Agreement. Agency shall be prepared to begin the performance precisely at the date and time set forth on the attached Rider. Any required setup shall be completed by Agency in advance of said date and time.

4. **Assignment:** The Agency is not permitted to assign this agreement or any part without prior and mutual consent of both parties, and any purported assignment will render this Agreement null and

void and subject to immediate rescission of the Agreement and reimbursement by the Agency of any expenditures incurred by Miami-Dade County under the conditions of this Agreement.

5. **Compliance with Laws:** It shall be a contractual obligation of the contract hereunder, that during the term of this Agreement, the Agency agrees to abide by and be governed by all applicable federal, state and county laws and terms of Miami-Dade County and the Parks, Recreation, and Open Spaces Department, including but not limited to Miami-Dade County's Ordinances, Resolutions, sections of the Miami-Dade County Code and federal laws. The Agency has certifiably indicated compliance to these laws, ordinances and resolutions by properly executing the affidavits attached hereto as "Exhibit A." (See Affidavits for specific provisions and declarations described.)

The Agency represents and warrants that in performing its obligations under the Agreement and the attached Rider it is not and will not be infringing upon any property right, patent right, or other legal right of any person or entity; and, if any suit is brought or claim is made by anyone alleging that Agency (or anyone in conjunction with the ownership or presentation of the performance by Agency) is infringing upon or violating any property right, patent right or other legal right by performing the services contemplated herein, then Agency will indemnify, defend and hold harmless Miami-Dade County against and from any and all loss, claim, damage, cost, attorneys fees or other loss whatsoever.

6. **Remedies**: In the event the Agency shall fail to materially conform with any of the provisions of this Agreement, and/or its attachments, the Department Director may withhold or cancel all, or any, unfilled terms of the Agreement upon giving five (5) calendar days written notice to the Agency, and the County shall have no further obligation to the Agency under this Agreement. Further, in the event of a material breach of any term or condition of the Agreement, upon five (5) calendar days written demand by the Department Director, the Agency shall repay to Miami-Dade County all portions of expenditures which have been disbursed by Miami-Dade County of behalf of the Agency in accordance with and under the terms of this Agreement.

Funds which are to be paid to Miami-Dade County pursuant to this section or other sections in this Agreement, are to be paid by delivering to the Department Director of his designee, a certified check for the total amount due payable to Miami-Dade County Board of County Commissioners.

These provisions do not waive or preclude Miami-Dade County from pursuing any other remedy that may be available to it under the law.

7. **Indulgence Will Not Be A Waiver of Breach:** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement shall not be deemed to constitute a waiver of the provision or any portion of this Agreement either at the time the breach or failure occurs or at any time throughout the term of this Agreement.

8. **Written Notices:** Any written notices required under this agreement will be effective when delivered in person or upon the receipt of certified letters addressed to the Agency at the address specified in Article 1.1 of this Agreement, and to the Department Director when addressed as follows: Department Director, Parks, Recreation, and Open Spaces Department, 275 NW Second Street, Miami, Florida 33128.

9. **Force Majeure**: If an act of God, nature, war, riots, epidemics, strikes, an act (or order) of Public authority, on-sight mechanical difficulties (e.g., a power failure) or other legitimate causes beyond the control of the parties should render the performance contemplated by this Agreement and the attached Rider impossible; the parties shall not be liable to one another for any damages they sustain. In such an event, the parties shall attempt to reschedule the performance for another mutually convenient date and time. If rescheduling is not possible, then this Agreement shall become null and void upon either party's written notification to the other at its last known address. In such an event, neither party shall have any other or further obligation to the other arising out of this Agreement and/or this Rider.

10. **Cancellation of Performance:** If the performance is canceled or a change of date is required by the Agency for any reason other than those set forth in Paragraph 9 above, then the Agency agrees to reimburse Miami-Dade County for its bona fide out-of-pocket expenses.

11. **Miami-Dade County Policies:** If any actions by Agency or Agency's employees, Performers, agents, servants, or representatives are in conflict with any policies, rules or regulations of Miami-Dade County while Agency is on Miami-Dade County's property, and Agency or its employees, agents, servants or representatives fail or refuse to correct the same upon verbal notification by Miami-Dade County, then Miami-Dade County shall have the right to immediately terminate the performance and cancel this Agreement and this Rider with no liability whatsoever. Agency(s) and Agency's employees, Performers, agents, servants and representatives shall not be under the influence of any narcotics or illegal substance at any time while on Miami-Dade County's property. Further, Performers shall not be under the influence of any intoxicating substance at anytime during Performer's performance. Any violation of this provision will result in immediate termination of this Agreement and this Rider by Miami-Dade County with no liability whatsoever.

12. **Damage to Property:** Any damage to Miami-Dade County's property or any rented equipment which results from the acts or omissions of Agency and/or its employees, agents, servants, representatives or contractors shall be the responsibility of Agency and payment for any such damage shall be made by Agency within thirty (30) days of written notification of the damage by Miami-Dade County.

13. **Authorized Representative:** In signing this Agreement, the undersigned parties hereby represent and warrant that they are duly authorized representatives of the person or entity for which they sign and legally entitled to enter binding contracts on its behalf; that they have read this entire document; that they understand the terms and provisions of this document; that they know this document will affect their legal rights and/or those of the person or entity they represent; and that they have signed this document knowingly and voluntarily.

14. **Required Performers:** Since the essence of this Agreement concerns the specific individuals and the unique personalities and talents of Agency, Miami-Dade County will only pay the fee specified in this Agreement if the Performers(s) performing is, in fact, the specific Performer(s) agreed upon. If in the case of a group, the entire group does not perform, or if the Performer is not the Performer specified in this Agreement, payment of the fee shall not be required unless Agency has notified Miami-Dade County of the change in advance of the performance and Miami-Dade County has agreed, in writing, to allow the group to perform with less than the entire group or with performers other than those contemplated when this Agreement was executed.

All of the terms and provisions of this Agreement shall be enforceable irrespective of whether the Performer is being compensated or is performing free of charge, such as in the case of a benefit performance.

15. **Captions Used in This Agreement:** Captions as used in this Agreement, are for convenience of reference only and should not be deemed or construed as in any way limiting or extending the language or provisions to which such captions may refer.

16. **Entire Agreement:** This Agreement, including its special conditions and Exhibits, represents the whole and total agreement of the parties. No representations, except those contained within this Agreement and its attachments, are to be considered in construing its terms. No modifications or amendments may be made to this Agreement unless made in writing, signed by both parties, and approved by appropriate action by the Miami-Dade County Board of County Commissioners and Mayor.

In the event of any conflict, inconsistency or incongruity between the terms of this Agreement and the attached Rider, or between this Agreement and any other Agreement or Rider concerning the subject matter hereof, the terms and provisions of this Rider shall in all respects govern and control.

17. **Governing Law:** This Agreement and the interpretation of its terms shall be governed by the Laws of the State of Florida, without application of conflicts of law principles. Venue for any judicial, administrative or other action to enforce or construe any term of this Agreement or arising from or relating to this Agreement shall lie exclusively in Miami, Florida.

ARTICLE III

INSURANCE

The Agency must maintain and shall furnish upon request to the Department Director or her designee, certificates of insurance indicating that insurance has been obtained which meets the requirements as outlined below:

- Workmen's Compensation Insurance for all employees of the Agency as required by Florida Statute 440.
- Public Liability Insurance on a comprehensive policy in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.
- Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

- The Company must be rated no less than "B" as to the management, and no less than "Class V" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division; or,
- The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance," and are members of the Florida Guaranty Fund.

Certificates shall indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Modification or waiver of any of the aforementioned insurance requirements is subject to the approval of the County's Risk Management Division. The Agency shall notify the County of any intended changes in insurance coverage, including any renewals of existing policies.

ARTICLE IV

TERMINATION

If, for any reason, the Artist shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or should violate any of the covenants, agreements, or stipulations of this Agreement, Miami-Dade County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, the Artist shall not be relieved of liability to Miami-Dade County by virtue of any breach of the Agreement by the Agency, and Miami-Dade County may withhold any payments due to the Agency until such time as the exact amount of damages due to Miami-Dade County from the Agency, is determined.

MIAMI-DADE COUNTY PARKS, RECREATION, AND OPEN SPACES DEPARTMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement:

ATTEST:

MIAMI-DADE COUNTY, FLORIDA by its BOARD OF COUNTY COMMISSIONERS on

The 5th day of November, 2013

BY: _____
Carlos A. Gimenez, Mayor

Signature: _____

Printed Name: Kelvin Moreno

Federal ID #: 27-1617084
Or,
SS#: _____

PARKS, RECREATION, AND OPEN SPACES DEPARTMENT (PRESENTER):

_____
Jack Kardys, Director
Parks, Recreation, and Open Spaces

11-04-2013
Kevin Kirwin, Assistant Director of Operations
Parks, Recreation, and Open Spaces

Approved for form and Legal sufficiency:

_____
Assistant County Attorney,
Miami-Dade County

2014 MIACS Performance Agreement with Moreno Firms, Inc.
Attachment A

Moreno Firms, Inc. (Agency) shall provide management of the 7th Annual Miami International Agriculture & Cattle Show to include all aspects of providing a Brangus, Santa Gertrudis, Red Brangus, and a sanctioned Red and Gray Brahman Cattle Shows.

Management services shall include, without limitation, the following:

1. Secure exhibitors, breeders and at least 150 head of cattle for the Show and manage the entry forms for these participants. In no event shall Agency include within the minimum 150 head of cattle any cattle owned by Agency or any firm or entity under common control and ownership of Agency.
2. Supply PROS with contacts and mailing information for potential/perspective breeders/exhibitors and beef cattle operations
3. Coordinate and secure the participation of top quality beef cattle breeders/exhibitors in the following beef breeds:
    a. Gray Brahman
    b. Red Brahman
    c. Junior Brahman
    d. Black and Red Brangus
    e. Santa Gertrudis Exhibition

    The creation of a ledger tracking and documenting each and every cattle to be exhibited at Cattle Show. This ledger shall be sent to PROS and District 10 office on the 1st of every month. It shall contain sufficient details so as to allow the County to easily identify breed, age, gender and owner of cattle.
4. Create the 2014 MIACS Premium Book that meets or exceeds current industry standards. Premium Book at a minimum will contain the following:
    i. Campground Rules & Regulations Form
    ii. Update Beef Cattle Show Rules and Regulations
    iii. Show staff scope responsibilities
    iv. Show staff procedures (during MIACS)
    v. Show staff check-in procedures
    vi. Beef Exhibitor/breeder division show and event schedule
    vii. Show clerk forms/schedules
    viii. Campground vehicle schedules relating to exhibitor/breeder parking permits
    ix. MIACS Fast Facts and Contact Information for security guards and breeders
    x. Herdsman Award Eligibility and Judging Criteria
5. Supervise and contribute to the MIACS webpage, all website contact is subject to County approval
6. Update and produce the cattle show manuals, rule books, guidelines and information directed to breeders/exhibitors
7. Create cattle show schedules, timelines, diagrams, maps and itineraries related to the cattle show
8. Coordinate Farmville including show schedules, timelines, diagrams, itinerarles demonstrations and activities
9. Create Cattle Show informational and promotional materials/guides/resources for breeders/exhibitors participating in the Show
10. Prepare cattle show documents, letters, exhibitor/breeder packets, judge's packets and check-in packets; all documents require PROS approval prior to disbursement
11. Create and mail invitation/informative letters to the Breed Association Presidents, International guests and Latin American breeders
12. The County shall be permitted to designate a liaison to the Agency who shall be permitted to accompany and observe Agency (and any of its employees or agents) at

any meetings or matters pertaining to the Event or Service. In this regard, Agency must provide the County with notice of any meetings of matters pertaining to the Event or Service to allow a meaningful opportunity for the County's liaison to attend.
13. Agency shall attend at the County's request any meeting of the Board of County Commissioners and/or its Cultural and Recreation Committee to deliver an oral report and answer any questions regarding the status of progress of preparations for, or any other matters pertaining to, the Event.

Marketing:

14. Create marketing publications and documents for the 2014 MIACS, all marketing is subject to prior written County approval. This requirement includes any marketing, publications, information or advertising materials distributed at trade shows, conventions, or exhibitions where the MIACS is being promoted.
15. Place the 2014 MIACS information on all major cattle publications websites.
16. Design and place advertisements in Issues - The Brahman Journal and the Houston issue of the Desarrollo Agropecuario
17. Send Press releases to The Florida Cattlemen, Santa Gertrudis USA, and other industry related publications
18. Ensure the Cattle Show dates are printed in the eBrahman News

Contacts and Labels

19. Compile a mass e-mail list and mailing list of contacts for exhibitors, farmers, ranchers, association presidents, local and international breeders
20. Sent out the following emails via Vertical Response:
    a. Save-the-date
    b. Reception invitation
    c. Entry reminder
    d. The show schedule.

Judges and Staff

21. Secure/Hire judges for every breed show and create judge's packets
22. Secure/Hire positions for all required MIACS cattle show positions - ringmaster, show announcer and cattle superintendent

Magic City Sale

23. Secure the service of Cattle in Motion to broadcast the show and sale live and provide online auction
24. Recruit and secure breeders to consign lots in the Magic City Sale

Other

25. Update and finalize 2014 Classes for each breed show.
26. Create breeder check-in packages.
27. Draft show reports and run Confirmation Sheets for all breeders/participating.
28. Make Breeder check-in packages with confirmation sheets print and mailed out prior to the show by April 1.
29. Create a professional cover for the Show Programs by show day.
30. Create the cattle show judge's biographies and format them into the show program package for each show.
31. Print Class by class show programs.
32. Create an awards list based on the show's entries in both classes and divisions.

33. Create and allot breeders their truck parking permits (detailed excel).
34. Created tie-out assignments which were later illustrated with arrows (to provided direction).
35. Ensured each stall has a display poster depicting its ranch name with the owner/exhibitor/breeder's name. Posters should have arrows indicating where the ranch begins and where it ends.
36. Finalize cattle show diagrams with changes.
37. Organize an early arrival schedule and set of procedures for breeders arriving early.
38. Compile all required data for the Florida Cattlemen's Association to ensure MIACS keeps the premier points show status.
39. Compile all required data for the ABBA to ensure MIACS keeps the premier points show status.
40. Draft, distribute and collect consignment agreements for all sale lots.

Sponsorship

41. Try and secure a sponsor four days' worth of lunches for the breeder judges/exhibitors and cattle crew and staff.
42. Secure Sunset Feed Sponsor for Farmville Tent.

Communication

43. Meet with the cattle crew and check-in staff to review check in procedures and miscellaneous cattle show points of information.

Show Reports

44. Supervise data entry into various documents for records.
45. Create and print breeder reports, confirmation sheets, class reports and customize breeder reports for MIACS.
46. Create entry numbers and back tags for each entry for all exhibitors.
47. Create an entry update sheet.
48. Create a revisions sheet, which included a show program for all exhibitors to review.
49. Create judging custom sheets for group classes. Create judging custom sheets per show.
50. Create show program re-cap custom sheets.
51. Create show program custom result sheets, which include all of the exhibitor's placings.
52. Create a pre-show expenditure custom report and a post-show expenditure custom report.

Payment for Performance Agreement:

Under this Performance Agreement, Agency will be paid a Management fee of $65,000.00 plus a cost-reimbursement for services provided as outlined in Attachment A for a total not to exceed $125,000.00. All payments will require a written invoice, a progress report on deliverables outlined above and copies of receipts for expenditures associated with the services outlined. All invoices and receipts are subject to County approval. The final payment will be contingent upon a reconciliation of all paid invoices and receipts submitted. Final payment of this Performance Agreement will be adjusted up or down based on paid invoices and receipts provided. The County will not reimburse for purchases of alcohol. Travel, transportation, hospitality and office supplies are included in the Management fee and will not be reimbursed. In no event shall the County reimburse Agency for any amount in excess of $125,000.00.

2014 MIACS Performance Agreement with Moreno Firms, Inc.
Attachment A

Cattle Show expenditures for the following items may be reimbursed through this Agreement upon County Approval:

- Premiums
- Trophies
- Farmville
- Graphic services
- Website maintenance
- Promotional and marketing materials
- Staffing

Payment Schedule:

- November 8, 2013 $39,488.00
- November 15, 2013 $29,893.00
- December 9, 2013 $30,619.00
- January 15, 2014 $25,000.00

Financial Accounting: Within 30 days of MIACS, Agency shall be required to provide a detailed report, along with all supporting documentation requested by PROS setting forth all revenues collected by Agency at MIACS. Such report and documentation shall include, but not be limited to all entry fees, fees and revenues from the auction(s), revenues from sale of animals (including Farmville) and any other merchandise or services sold at MIACS. Agency shall further provide a detailed report along with all supporting and back up documentation requested by PROS setting forth all premiums paid to exhibitors.