

MEMORANDUM

Agenda Item No. 11(A)(13)

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

DATE: July 19, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution directing the County Mayor to prepare and file incorporation documents for a new not-for-profit corporation called the "Friends of the Miami International Agriculture, Horse and Cattle Show, Inc.," or similar name; directing the County Mayor to provide in such documents that the primary purpose of the corporation is to serve as the County's primary fundraising arm for the Miami International Agriculture, Horse and Cattle Show (Cattle Show) and creating a board of directors consisting of (1) William D. Talbert, III; (2) Hector Ortiz; (3) Felix Lasarte; (4) Gene Prescott; and (5) Mario Hernandez; directing the County Mayor to present a Participation Agreement to the corporation for the corporation's consideration and approval requiring the County, in exchange for the corporation's fundraising efforts, to produce an annual Cattle Show commencing in 2023 and to augment the not-for-profit corporation's fundraising efforts in an amount up to \$250,000.00; and directing the County Mayor to present reports to the Board in accordance with Ordinance No. 14-65 or, alternatively, if necessary, an agreement between the County and corporation for the Board's consideration and approval

Resolution No. R-721-22

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Senator Javier D. Souto.



Geri Bonzon-Keenan
County Attorney

GBK/uw



MEMORANDUM

(Revised)

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

DATE: July 19, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(13)

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)(13)
7-19-22

RESOLUTION NO. R-721-22

RESOLUTION DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PREPARE AND FILE INCORPORATION DOCUMENTS FOR A NEW NOT-FOR-PROFIT CORPORATION CALLED THE "FRIENDS OF THE MIAMI INTERNATIONAL AGRICULTURE, HORSE AND CATTLE SHOW, INC.," OR SIMILAR NAME; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PROVIDE IN SUCH DOCUMENTS THAT THE PRIMARY PURPOSE OF THE CORPORATION IS TO SERVE AS THE COUNTY'S PRIMARY FUNDRAISING ARM FOR THE MIAMI INTERNATIONAL AGRICULTURE, HORSE AND CATTLE SHOW (CATTLE SHOW) AND CREATING A BOARD OF DIRECTORS CONSISTING OF (1) WILLIAM D. TALBERT, III; (2) HECTOR ORTIZ; (3) FELIX LASARTE; (4) GENE PRESCOTT; AND (5) MARIO HERNANDEZ; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PRESENT A PARTICIPATION AGREEMENT TO THE CORPORATION FOR THE CORPORATION'S CONSIDERATION AND APPROVAL REQUIRING THE COUNTY, IN EXCHANGE FOR THE CORPORATION'S FUNDRAISING EFFORTS, TO PRODUCE AN ANNUAL CATTLE SHOW COMMENCING IN 2023 AND TO AUGMENT THE NOT-FOR-PROFIT CORPORATION'S FUNDRAISING EFFORTS IN AN AMOUNT UP TO \$250,000.00; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PRESENT REPORTS TO THE BOARD IN ACCORDANCE WITH ORDINANCE NO. 14-65 OR, ALTERNATIVELY, IF NECESSARY, AN AGREEMENT BETWEEN THE COUNTY AND CORPORATION FOR THE BOARD'S CONSIDERATION AND APPROVAL

WHEREAS, Miami-Dade County (the "County") has a long history in both agriculture and cattle in a state known for both; and

WHEREAS, the County's agricultural industry employs more than 20,000 people and produces more than \$2,700,000,000.00 in economic impact each year; and

WHEREAS, agricultural activities constitute a significant source of revenue for the County, and revenue generated in the County accounts for over 32 percent of the state's total revenues; and

WHEREAS, the first Miami International Agriculture, Horse and Cattle Show (the "Cattle Show") was held in 2008 and began with the goals of promoting Florida's agriculture industry, providing beef producers with international commerce opportunities, and improving agricultural education in the County; and

WHEREAS, the Cattle Show is generally held in April each year at the Ronald Reagan Equestrian Center at Tropical Park, a premier park in the managed by the Parks, Recreation and Open Spaces Department; and

WHEREAS, except when made impossible by the events of the global pandemic, the County has organized the Cattle Show annually, with the most recent Cattle Show—the 15th Annual Cattle Show—held from April 8-10, 2022; and

WHEREAS, the Cattle Show has evolved into a prime opportunity to highlight the significance of agriculture and cattle in the County and to showcase the latest products, services, and technologies in the agriculture industry; and

WHEREAS, the event also attracts agri-business enterprises from Latin America, the Caribbean, and Europe, along with businessmen and visitors from throughout the United States, and as such has served to develop the County's potential as a gateway between international and domestic markets in the agriculture industry; and

WHEREAS, the Cattle Show draws over 60,000 visitors annually, with representatives from over 24 countries including Argentina, Brazil, Guatemala, and Panama, and cattle breeders from over 18 states including Florida, Georgia, Texas, Arizona, Arkansas, and Missouri, who have exhibited over a dozen breeds of cattle at the show; and

WHEREAS, the Board desires to provide for the continuation of the Cattle Show in future years through the creation of a not-for-profit corporation formed and organized for the purpose of fundraising for and collaborating with the County on the production of the Cattle Show; and

WHEREAS, under this framework for the continuation of the Cattle Show, the County will contract with the newly created not-for-profit corporation to serve as the fundraising arm for the Cattle Show (the “Participation Agreement”); and

WHEREAS, in exchange for the not-for-profit corporation’s fundraising efforts, the County will contractually commit to producing the Cattle Show on an annual basis from the 2023 Cattle Show throughout the 5-year term of the agreement (renewable for a total term not exceeding 30 years), in similar or better caliber to the Cattle Shows previously produced, with the County augmenting the not-for-profit corporation’s fundraising efforts in an amount up to \$250,000.00 per Cattle Show,

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

Section 1. Adopts and incorporates herein the foregoing recitals as true and correct.

Section 2. Directs the County Mayor or County Mayor’s designee, utilizing budgeted and legally available funding, to prepare and, upon the County Attorney’s review and approval of such documents for form and legal sufficiency, to file with the Florida Department of State, Division of Corporations and the United States Department of Treasury, Internal Revenue Service the necessary documents for the formation of a new not-for-profit corporation called the “Friends of the Miami International Agriculture, Horse and Cattle Show, Inc.,” or similar available name.

Section 3. Directs the County Mayor or County Mayor’s designee, in the formation documents to be prepared under section 2 of this resolution, to (a) state that the primary purpose of the newly formed not-for-profit corporation is to serve as the County’s primary fundraising arm

to provide financial support to the County in the production of the annual Cattle Show and (b) establish a board of directors that shall serve without compensation and exercise all of the corporate powers and manage all of the affairs of the not-for-profit corporation. The initial board of directors of the organization incorporated pursuant to this section shall consist of (1) William D. Talbert, III; (2) Hector Ortiz; (3) Felix Lasarte; (4) Gene Prescott; and (5) Mario Hernandez. Vacancies in the board of directors occurring after the appointment of the aforementioned individuals shall be appointed by this Board from a slate of candidates submitted in accordance with the Participation Agreement.

Section 4. Directs the County Mayor or County Mayor's designee to present the Participation Agreement, in substantially the form attached hereto, to the not-for-profit corporation for its consideration and approval; if such agreement is approved by the not-for-profit corporation, the County Mayor or County Mayor's designee is directed to execute the agreement for and on behalf of the County.

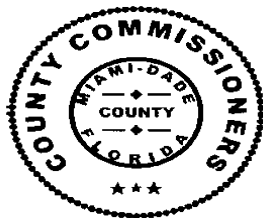
Section 5. Directs the County Mayor or County Mayor's designee to advise the Board, at the next meeting following the effective date of this resolution and in a written report placed on an agenda of the Board in accordance with Ordinance No. 14-65 without committee review, if there is insufficient budgeted and legally available funding to accomplish the directive set forth in section 2. Otherwise, the County Mayor or County Mayor's designee is directed to complete each of the foregoing directives within 45 days of the effective date of this resolution and, once such directives are completed, to place a written report on an agenda of the Board in accordance with Ordinance No. 14-65, without committee review, advising the Board that the foregoing directives have been completed. Alternatively, if the agreement between the County and the not-for-profit corporation is rejected or materially modified by the not-for-profit corporation, the County Mayor

or County Mayor's designee shall, at the next Board meeting following receipt of the not-for-profit's material modifications to the agreement, place any proposed alternative on an agenda of the Board, without committee review, for the Board's consideration and approval of such agreement.

The Prime Sponsor of the foregoing resolution is Senator Javier D. Souto. It was offered by Commissioner **Rebeca Sosa**, 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:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 19th day of July, 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

Basia Pruna
By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MAG

Miguel A. Gonzalez

CATTLE SHOW PARTICIPATION AGREEMENT

This Cattle Show Participation Agreement (the “Participation Agreement”) is entered into this ____ day of ____, 2022, by and between Miami-Dade County (the “County”), a political subdivision of the State of Florida, and the Friends of the Miami International Agriculture, Horse and Cattle Show (“MIAHCS Friends”), a Florida not-for-profit corporation (together, the “County” and “MIAHCS Friends” are the “Parties”).

Recitals

WHEREAS, since 2018, the County has produced an annual agriculture, horse, and cattle show at Tropical Park that brings together the global agricultural industry at the Ronald Reagan Equestrian Center, which is located in the County parks system’s crown jewel—Tropical Park; and

WHEREAS, that show is known as the Miami International Agriculture, Horse and Cattle Show (the “Cattle Show”) and is generally held in April, most recently from April 8-10, 2022; and

WHEREAS, the Cattle Show has evolved into a prime opportunity to highlight the significance of agriculture and cattle in the County and to showcase the latest products, services, and technologies in the agriculture industry; and

WHEREAS, the event also attracts agri-business enterprises from Latin America, the Caribbean, and Europe, along with businessmen and visitors from throughout the United States, and as such has served to develop the County’s potential as a gateway between international and domestic markets in the agriculture industry; and

WHEREAS, historically, the Cattle Show has drawn over 60,000 visitors annually, with representatives from over 24 countries including Argentina, Brazil, Guatemala, and Panama, and cattle breeders from over 18 states including Florida, Georgia, Texas, Arizona, Arkansas, and Missouri, who have exhibited over a dozen breeds of cattle at the show; and

WHEREAS, MIAHCS Friends was formed in 2022 for the purpose of securing the future of the Cattle Show, specifically as a fundraising arm, that will seek to raise both awareness of and funds for the continued production of the Cattle Show; and

WHEREAS, in exchange for MIAHCS Friends’ efforts, the County is hereby committing to annually fund and contract for the continued annual production of the Cattle Show;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

Terms and Conditions

ARTICLE I GENERAL PROVISIONS

1.1 Incorporation of Recitals. The Parties agree that each of the foregoing recitals are adopted as true and correct and incorporated herein.

1.2 Effective Date. This Participation Agreement shall take effect on the date that it is executed by all Parties which, in the County's case, shall not be sooner than the date on which the Board of County Commissioners' ("County Board") resolution authorizing the County Mayor or County Mayor's designee to execute the Participation Agreement becomes effective and any conditions precedent contained in such resolution have been fulfilled.

1.3 Term; Cancellation; Renewal. The initial term of this Participation Agreement shall be five years, subject to renewal by the County in its sole discretion in increments of up to five additional five-year terms for a total term not exceeding thirty years (together, the initial term and any renewal terms shall constitute the "Term"). This Participation Agreement may be cancelled by either Party, with or without cause, upon 30 days' written notice to the other Party.

ARTICLE II PARTICIPATION OBLIGATIONS

2.1 MIAHCS Friends; Exclusive Purpose; Strategic Plan.

(a) MIAHCS Friends is and shall remain a not-for-profit corporation organized under the laws of Florida. The primary purpose of MIAHCS Friends, which shall be set forth in its Articles of Incorporation, is to serve as a fundraising arm for the County, specifically to offset any expenses, contractual or otherwise, that the County may incur in the production of the annual Cattle Show. MIAHCS Friends thereby agrees to exclusively direct its efforts and resources to support the County's efforts in relation to the Cattle Show. Upon the expiration or termination of this Participation Agreement, or upon the dissolution of MIAHCS Friends, MIAHCS Friends shall transfer its assets to the County for the purpose of the Cattle Show or, if that use is not feasible and as allowed by the terms of any specific donations to MIAHCS Friends, for the support of operations and maintenance of the Ronald Reagan Equestrian Center.

(b) Within 180 days of the Effective Date of this Participation Agreement, MIAHCS Friends shall be required to develop and present to the County a written report setting forth a 5-year strategic plan (the "Strategic Plan") with a strategy for MIAHCS Friends replacement of the County Contribution (as defined in subsection 2.2(c)) with private funds. The Strategic Plan prepared by MIAHCS Friends shall be updated every 5 years and shall be presented to the County, in writing, at least 120 days before the October 1 preceding the year

in which the then-effective Strategic Plan would expire. Any Strategic Plan prepared by MIAHCS Friends under this section shall be subject to the review, comments, and approval of the County as a further condition to the continuation of the County Commitment, and which approval may include the reduction or modification of such County Commitment.

(c) MIAHCS Friends shall have the right to participate in meetings held between the County and any third-party contracted by the County for the purpose of organizing, promoting, and hosting the Cattle Show. MIAHCS Friends' rights of participation shall not encompass the right to obligate (financially or otherwise, and regardless of materiality) or require the County to incur obligations relating to the Cattle Show.

(d) To the extent the County determines that the nature of MIAHCS Friends' participation with the Cattle Show requires MIAHCS Friends to procure insurance or comply with the Shannon Melendi Act or other applicable state or federal legislation, MIAHCS Friends shall be required to procure such insurance or comply with such legislation as reasonably determined by the County. Any associated costs of compliance shall be borne by MIAHCS Friends.

(e) Upon reasonable notice, a representative of MIAHCS Friends shall be available to attend any County meetings called, in whole or in part, for the purpose of discussing the Cattle Show, including meetings with the County's administration and meetings of the Board of County Commissioners and the committee with jurisdiction over the Parks, Recreation and Open Spaces Department (or successor department).

2.2 County Cattle Show Obligation. In exchange for the obligations undertaken by MIAHCS Friends under this Participation Agreement, the County agrees that it shall, during the Term:

(a) on an annual basis, at the Ronald Reagan Equestrian Center at Tropical Park, organize, promote, and host the Cattle Show, in a manner generally consistent with the form of the Cattle Show in the years preceding the effective date of this Participation Agreement;

(b) enter into the necessary agreements for the organization, promotion, and hosting of the annual Cattle Show, which agreements shall have obligations and prohibitions on the Cattle Show organizer/promoter that are generally consistent with the obligations and prohibitions contained in the agreements for the organization, promotion, and hosting of the annual Cattle Show in the year immediately preceding the effective date of this Participation Agreement;

(c) fund the obligations set forth in subparagraphs (a) and (b), above, in the amount necessary to discharge such obligations, which amount shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) per year (the "County Commitment"). For the abundance of clarity, nothing in this Participation Agreement shall be construed as

requiring the County to issue payments to MIAHCS Friends in connection with the annual Cattle Show; rather, the County is hereby agreeing to fund its own efforts or contractual obligations in an amount that shall not exceed the County Contribution identified above; and

(d) consult with MIAHCS Friends regarding the organization, promotion, and hosting of the annual Cattle Show and facilitate MIAHCS Friends' exercise of its rights under Section 2.1(c) of this Participation Agreement.

2.3 Transfer of Funds from MIAHCS Friends. On the first business day following July 1 of each year in which this Participation Agreement is in effect, MIAHCS Friends shall submit a written report to the County setting forth a summary of its fundraising efforts in the preceding year. Such written report shall be accompanied by a transfer of all funds raised by MIAHCS Friends for the Cattle Show; provided, however, that the County may authorize MIAHCS Friends to retain a portion of the funds it raised in the preceding year for the purpose of covering operating expenses.

2.4 Reduction of County Commitment. Following MIAHCS Friends' transfer of funds under Section 2.3 of this Participation Agreement, the County Commitment for the Cattle Show shall be reduced by the amount that MIAHCS Friends transfers to the County. In addition, to the extent the County secures funding from third parties for the Cattle Show (including, without limitation, state, federal, or other governmental sources), the County Commitment shall be reduced by the amount of funds received by the County in the year in which such funds are available for use by the County for the purpose of the Cattle Show.

2.5 Termination of County Commitment. Upon fifteen (15) days' written notice and opportunity to cure given by the County to MIAHCS Friends notifying MIAHCS Friends of a breach of any obligation under this Participation Agreement, the County shall have the right to issue a written termination of its obligation to continue the County Commitment.

2.6 Selection of Directors of MIAHCS Friends. MIAHCS Friends' corporate documents (i.e., by-laws) shall provide that MIAHCS Friends' board of directors shall consist of not more than 5 individuals. Any vacancies occurring in the board of directors after the initial board of directors shall be filled based on the following criteria: (1) all directors shall have prior experience in the organization or production of the Cattle Show and (2) the incumbent members of MIAHCS Friends' board of directors (or, in the absence of a duly constituted board of directors, the Ronald Reagan Equestrian Center Advisory Board) shall submit a slate of at least 3 individuals per vacancy to the County who shall select from that slate the individual to fill the vacancy.

ARTICLE III

MISCELLANEOUS

3.1 Audits; Financial Records. MIAHCS Friends shall maintain accurate and complete books and records for all receipts and expenditures in conformance with reasonable

general accounting standards. These books and records and any documents relating to payments received and made, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in a secure place and in an orderly fashion in a location within Miami-Dade County by MIAHCS Friends for at least five (5) years from the County's issuance of the payment. MIAHCS Friends shall provide the County with an annual accounting of receipts and expenditures on the first business day following July 1 during the Term of this Participation Agreement.

(a) Examination of Books and Records. The County may examine the books, records, and documents maintained under this § 3.1 at MIAHCS Friends' offices or other approved site during regular business hours and upon reasonable notice. Furthermore, the County may, upon reasonable notice and at the County's expense, audit or have audited all of the financial records of MIAHCS Friends.

(b) Independent Private Sector Inspector General. Under Section 2-1076 of the Miami-Dade County Code, the County shall have the right to engage the services of an independent private-sector inspector general ("IPSIG") to monitor and investigate compliance with the terms of this Agreement.

(c) Miami-Dade County Inspector General. The Inspector General has the power and authority to perform audits on all County contracts. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Agreement. The Inspector General is empowered to retain the services of an IPSIG to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of MIAHCS Friends, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption. Upon written notice to MIAHCS Friends from the Inspector General or an IPSIG retained by the Inspector General or the County, MIAHCS Friends shall make all requested records and documents available to the Inspector General or the IPSIG for inspection and copying. The Inspector General and the IPSIG shall have the right to inspect and copy all documents and records in MIAHCS Friends' possession, custody or control which, in the Inspector General's or the IPSIG's sole judgment, pertain to performance of this Participation Agreement.

3.2 Publicity and Credits. MIAHCS Friends shall include the following credit line in all promotional marketing materials including websites, news and press releases, public service announcements, broadcast media, programs, and publications: "With the support of the Miami-Dade County Mayor and Board of County Commissioners." MIAHCS Friends must also use the County's logo in marketing and publicity materials whenever possible. Notwithstanding the foregoing, MIAHCS Friends shall not include such acknowledgment of

the County in circumstances that would embarrass or discredit the County, and the County shall have the right to direct MIAHCS Friends to remove any acknowledgment of the County or the use of the County logo from material that the County, in its sole and exclusive discretion, determines to be embarrassing or discrediting of the County.

3.3 Independent Contractor Relationship. MIAHCS Friends is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed under this Participation Agreement shall at all times, and in all places, be subject to MIAHCS Friends' sole direction, supervision, and control. MIAHCS Friends shall exercise control over the means and manner in which it and its employees perform the work, and in all respects MIAHCS Friends' relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

3.4 Indemnification. MIAHCS Friends shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Participation Agreement by MIAHCS Friends or its employees, agents, servants, partners principals or subcontractors. MIAHCS Friends 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 the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. MIAHCS Friends expressly understands and agrees that any insurance protection obtained by MIAHCS Friends shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.5 Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. MIAHCS Friends and the County agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the Parties with respect to this Participation Agreement.

3.6 Public Records. MIAHCS Friends shall comply with Florida's public records law, including Fla. Stat. § 119.0701. MIAHCS Friends shall specifically: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of MIAHCS Friends upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the

public agency in a format that is compatible with the information technology systems of the public agency. If MIAHCS Friends does not comply with a public records request, and notwithstanding any of the alternative dispute resolution provisions set forth in this Agreement, the County may pursue seek a Court order compelling MIAHCS Friends to comply with the public records request and/or issue notices of default and/or termination under this Agreement.

IF MIAHCS FRIENDS HAS QUESTIONS CONCERNING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MIAHCS FRIENDS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**PARKS, RECREATION AND OPEN SPACES
DEPARTMENT
275 NORTHWEST 2ND STREET, MIAMI, FLORIDA 33128
(305) 755-7800
MDPROSCOM@MIAMIDADE.GOV**

3.7 Controlling Agreement. This Participation Agreement sets forth the entire agreement and understanding between the Parties relating in any way to the subject matter contained in this Participation Agreement and merges all prior discussions between MIAHCS Friends and the County. Neither Party shall be bound by any agreement, condition, warranty or representation other than as expressly stated in this Participation Agreement and this Participation Agreement may not be amended or modified except by written instrument signed by both Parties.

3.8 County's Sovereign Rights. The County retains all of its sovereign prerogatives and rights as a county under State law. It is expressly understood that notwithstanding any provisions of this Agreement: (1) the County retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a county under State law and shall in no way be stopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations whatever nature of general applicability; (2) the County shall not by virtue of this Participation Agreement be obligated to grant any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature of general applicability; and (3) notwithstanding and prevailing over any contrary provision in this Participation Agreement, any County covenant or obligation that may be contained in this Participation Agreement shall not bind the Board of County Commissioners, the County's Planning and Zoning Department, RER, or any other County, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the County or other applicable governmental agencies in the exercise of its police power.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by appropriate officials of each of them, as of the date first above written.

“COUNTY”

MIAMI-DADE COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Daniella Levine Cava, Mayor

By: _____
Clerk

By: _____
County Attorney
(As to Form and Legal Sufficiency)

“MIAHCS FRIENDS”

FRIENDS OF THE MIAMI INTERNATIONAL
HORSE, AGRICULTURE AND CATTLE
SHOW, INC.

By: _____