

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Tammie Gurgio Contract # TDC ID#: 900
 Effective Date: 10/ 1/11
 Expiration Date: 3/30/12

Contract Purpose/Description:
Approval of an Amendment to Agreement with Tammie Gurgio covering the Key Largo Sailfish Challenge to revise date of event to January, 2012

Contract Manager: Maxine Pacini 3523 TDC # 3
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 2/15/11 Agenda Deadline: 1/31/11

CONTRACT COSTS

Total Dollar Value of Contract: \$ 6,000 Current Year Portion: \$
 Budgeted? Yes No Account Codes: 115-75022-530340-TF25-301-X-530480 /
 Grant: \$ 115-75022-530340-TF25-301-X-530410 /
 County Match: \$

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ /yr For:
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>12/29/11</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Stewart</u>	<u>12/29/11</u>
Risk Management	<u>12/30/11</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Stewart</u>	<u>12/30/11</u>
O.M.B./Purchasing	<u> </u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Compton</u>	<u>1/3/12</u>
County Attorney	<u>12/29/11</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>C.Hall</u>	<u>12/29/11</u>

Comments:

AMENDMENT (1st AMENDMENT) TO AGREEMENT

THIS AMENDMENT to agreement dated the ____ day of _____ 2012, is entered into by and between the Board of County Commissioners for Monroe County, on behalf of the Tourist Development Council, and Tammie Gurgiololo a not for profit organization organized and operating under the laws of the state of Florida (Grantee).

WHEREAS, there was an agreement entered into on October 19, 2011 between the parties, awarding \$6,000 to Tammie Gurgiololo for the production of the Key Largo Sailfish Challenge in December, 2011; and

WHEREAS, it has become necessary to revise the date of the tournament; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree to the amended agreement as follows:

1. Paragraph 1 of the agreement shall be revised to read: County shall pay a sum not to exceed \$6,000 (Six Thousand Dollars) for promotion and related expenditures effective October 1, 2011, as described in the event budget, attached hereto as Exhibit "D", for production of the Key Largo Sailfish Challenge in January, 2012 ("Event"). No amendments shall be made to Exhibit "D" after approval of contract. Payment will be made only after Event Sponsor submits invoices and support documentation acceptable to the County's Finance Department within ninety (90) days of the conclusion of the Event. Funding under this agreement terminates ninety days after the conclusion of the Event. The advertising and promotion budget for County funding may be altered as to the individual line items, or components, within 10% of the amount stated for that item or component, without increasing the total dollar amount and without requiring a written amendment to this agreement. The general non-allocated section of the Event budget shall not exceed 15% of the total budget and may be utilized for unforeseen allowable expenditures and for those budget lines that may require additional funds, according to County guidelines. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the County.

2. The remaining provisions of the agreement dated October 19, 2011 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year first above written.

(SEAL)
Attest: Danny L. Kolhage, Clerk

Board of County Commissioners
of Monroe County

Deputy Clerk

Mayor/Chairman

(CORPORATE SEAL)
Attest:

Tammie Gurgiololo

By: _____
Secretary

By: Tammie Gurgiololo
President/Event Sponsor

Print Name

TAMMIE GURGILOLO
Print Name

Date: _____

Date: 1/15/12

OR TWO WITNESSES

(1) _____

(2) _____

(1) _____

(2) _____

Print Name

Print Name

Date: _____

Date: _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Cynthia E. Hall
CYNTHIA E. HALL
ASSISTANT COUNTY ATTORNEY
Date 12-29-2011

FUNDING AGREEMENT

THIS AGREEMENT is made and entered into by and between Monroe County, Florida, a political subdivision of the State of Florida ("County"), and **Tammie Gurgiolo** ("Event Sponsor") on this 19th day of Oct., 2011.

WHEREAS, Florida Keys Fishing Tournaments, Inc., the umbrella organization under contract to the County, has recommended to the Monroe County Tourist Development Council (hereinafter "TDC"), which has endorsed the recommendation, that certain monies be allocated for promotion of an event by Event Sponsor; and

WHEREAS, Event Sponsor has represented and agreed that it desires and is able to conduct the event;

NOW, THEREFORE; in consideration of the mutual promises contained herein, the parties agree as follows:

1. County shall pay a sum not to exceed \$6,000 (**Six Thousand Dollars**) for promotion and related expenditures **effective October 1, 2011**, as described in the event budget, attached hereto as **Exhibit "D"**, for production of **the Key Largo Sailfish Challenge in December, 2011** ("Event"). **No amendments shall be made to Exhibit "D" after approval of contract.** Payment will be made only after Event Sponsor submits invoices and support documentation acceptable to the County's Finance Department within ninety (90) days of the conclusion of the Event. Funding under this agreement terminates ninety days after the conclusion of the Event. The advertising and promotion budget for County funding may be altered as to the individual line items, or components, within 10% of the amount stated for that item or component, without increasing the total dollar amount and without requiring a written amendment to this agreement. **The general non-allocated section of the Event budget shall not exceed 15% of the total budget and may be utilized for unforeseen allowable expenditures and for those budget lines that may require additional funds, according to County guidelines.** Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the County.

2. In a situation where the Event has to be postponed due to a named storm or hurricane for which the County orders a visitor and/or resident evacuation order, the Event Sponsor shall have thirty (30) days to provide to Florida Keys Fishing Tournaments, Inc. notice of a new date for the Event, and shall produce the re-scheduled Event within ninety (90) days of the original date of Event. The rescheduled date shall be authorized, in writing, by The Florida Keys Fishing Tournaments, Inc. and forwarded to the Tourist Development Council administrative office to be processed in the form of an Amendment to this Agreement. If the Event Sponsor is unable to reschedule the Event, the Event Sponsor shall provide proof of the cancellation being caused by a named storm or hurricane, and a written statement as to why the Event cannot be rescheduled.

If the Event is cancelled or rescheduled due to a named storm or hurricane for which the County orders a visitor and/or resident evacuation order, the County shall pay for promotion or related expenditures of any combination of invoices for the original event date, and/or the

rescheduled date up to the amount, but not to exceed the amount of funds allocated as described in the budget, attached hereto as Exhibit D

3. Event Sponsor shall provide promotion and related services as described in the Sponsor's **Schedule of Events, Exhibit "C"**, attached hereto. All advertising and public relations services or supervision of advertising and public relations will be provided through the contracted agencies of the TDC and County. The agencies of record, shall receive payment of work in progress upon submission of documented invoices associated with the Event. Event Sponsor fully understands that funding is obtained from tourist development taxes for which the fiscal year ends September 30, 2012. **Event Sponsor also understands that the funding process through which this Agreement is made available by County requires event sponsors to submit their payment requests within ninety (90) days of the conclusion of the event.** In order for the tourist development taxes to be utilized most effectively for the purpose for which they were authorized, attracting and promoting tourism, the budgeting process of the County requires the Event's funding to be concluded in a timely manner. In recognition that the timeliness of payment requests is of extreme importance to the funding of future advertising and promotion for the stability of the tourist-based economy, Event Sponsor agrees to submit within ninety (90) days of the conclusion of the Event all invoices and support documentation as required by the County's Finance Department rules and policies. Event Sponsor shall not be reimbursed nor will Event Sponsor's vendors be paid directly for any invoices received by the County after **March 30, 2012**. **A list of Acceptable Event Marketing Expenses is attached to the contract as Exhibit "A"**.

4. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Event Sponsor agree that neither the County nor the Event Sponsor nor any agent, officer, or employee of either, shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in the Agreement.

5. Event Sponsor shall reimburse County for any amount of funds expended by County in connection with the Event if it does not occur as a result of any act or omission by Event Sponsor.

6. Indemnification: Event Sponsor covenants and agrees to indemnify and hold harmless Monroe County, the Tourist Development Council, the 3406 North Roosevelt Corporation (Visit Florida Keys), their officers, employees and agents from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the services provided, event sponsored, or other activities and funding associated with this agreement.

7. Claims and Venue: Event Sponsor agrees to notify County immediately of any claims suits, or action made against the Event Sponsor that is related to the activity under this agreement, and will cooperate with County in the investigation arising as a result of any action, suit, or claim related to this Agreement. Any legal proceedings arising out of this agreement shall

*Key Largo Sailfish Challenge
Fishing Umbrella Funding FY 2012
Contract ID#: 900*

be in accordance with the laws of the state of Florida in the 16th Judicial Circuit for Monroe County; venue shall be in Monroe County, Florida.

8. Event Sponsor shall maintain records pursuant to generally accepted accounting principles for four (4) years after the Event and shall permit County and its agents and employees access to said records at reasonable times.

9. County may terminate this agreement without cause upon providing written notice to Event Sponsor no less than sixty (60) days prior to the Event and may terminate for breach upon providing to Event Sponsor notice at least seven (7) days prior to the effective date of the termination.

10. Event Sponsor is an independent contractor and shall disclose any potential conflicts of interest as defined by Florida Statutes, Chapter 112 and Monroe County Code, Chapter 2.

11. Event Sponsor warrants that he/she/it has not employed, retained or otherwise had act on his/her/its behalf any former County officer or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this contract without liability and may also, at its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

12. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By signing below, Event Sponsor warrants that he/she/it is not in violation of this paragraph.

13. **Logo: Logo Usage guidelines are attached to this contract as Exhibit "B".** All promotional literature and display advertising with the exception of generic advertising must display the "Florida Keys & Key West Come As You Are" logo/trade mark (**as per attached logo sample**). This logo/trade mark was adopted by the TDC and County in April, 2010.

In-County Logo: The logo that includes the "Monroe County Tourist Development Council" designation is to be utilized in all approved in-county print newspaper ads, magazine ads, street banners, posters and other approved signage efforts. Radio commercials should include "Brought to you by The Monroe County Tourist Development Council". To seek approval, clarification and/or logo in electronic format (.eps or .jpg file), contact Sharon Joseph or John Underwood with Tinsley Advertising at 305-856-6060.

Out of County Logo: The out of county logo does NOT include the "Monroe County Tourist Development Council" designation and is to be utilized in all other efforts including any approved out-of-county print newspaper ads, magazine ads, television commercials, internet advertising (banners, buttons, e-mail blasts), direct mail promotions (brochures and pamphlets) and any approved promotional items including programs, T-shirts, hats, jackets, and koozie cups. Radio commercials should include "Brought to you by The Monroe County Tourist Development Council". To seek approval, clarification and/or logo in electronic format (eps. Or .jpg file), contact John Underwood at Tinsley Advertising at 305-856-6060.

14. Event Sponsor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and Vendor, which approval shall be subject to such conditions and provisions as the Board may deem necessary.

15. Authority: Each of the signatories for the Sponsor below certifies and warrants that:
 a) The Sponsor's name in the agreement is the full name as designated in its corporate charter, and
 b) they are empowered to act and execute the Agreement for the Sponsor, and
 c) this Agreement has been approved by the Sponsor's governing board.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective the day and year first above written.


 Attest: Dan J. Kolhage, Clerk

 Deputy Clerk

(CORPORATE SEAL)

Attest:

By: _____
 Secretary

 Print Name

OR

 (1) Witness

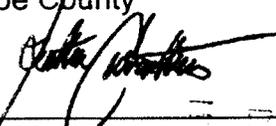
 Print Name

 (2) Witness

 Print Name

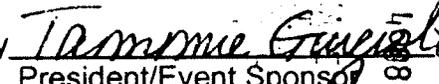
Key Largo Sailfish Challenge
 Fishing Umbrella Funding FY 2012
 Contract ID#: 900

Board of County Commissioners
 of Monroe County



 Mayor/Chairman

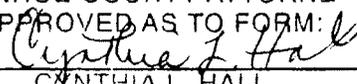
Tammie Gurgiolo

By: 
 President/Event Sponsor

TAMMIE GURGILO
 Print Name

Date: 7-10-11

FILED FOR RECORD
 2011 OCT 21 PM 4:08

MONROE COUNTY ATTORNEY
 APPROVED AS TO FORM:

 CYNTHIA L. HALL
 ASSISTANT COUNTY ATTORNEY
 10-27-2011

Acceptable Event Marketing Expenses for Fishing Events

Approved by BOCC 4/20/11

ADVISORY COMMITTEES (UMBRELLAS/DISTRICT ADVISORY COMMITTEES) AND EVENT COORDINATORS' RESPONSIBILITY: It is the responsibility of the Advisory Committees (Umbrella/District Advisory Committees (DAC) and Event Coordinators to keep apprised of all Monroe County Tourist Development Council's policies and procedures pertaining to event funding. 01/22/92

When DAC event proposals are received, they will be distributed to DACs for review and recommendations to the TDC. Upon approval of the TDC of any event funding recommendations, a contract will be entered into by the applicant and BOCC. The BOCC has final approval of all contracts.

Any Request for Proposal (RFP) response received after the specified deadline, as determined within the RFP, will not be accepted. TDC 7/21/93 This policy mirrors that of the Board of County Commissioners. BOCC 9/8/93

EVENT FUNDING: The TDC has established several categories of events that may receive funding. There are four categories of events that may receive funding from the TDC; Destination Events; Turnkey Events; Cultural Events and Fishing Events.

All advertising and promotional items shall follow the logo/guidelines found in Section II of the Operations Manual for the Monroe County Tourist Development Council.

TDC funded items are **NOT** to be sold. 9/14/94

Only the items listed will be reimbursed for the described events. All event coordinators will receive a reimbursement/direct payment packet that includes an executed copy of the funding agreement. The packet provides guidelines required for reimbursement/direct payment of Acceptable Event Marketing Expenses.

No individual applications for Event funding will be considered out of the Two Penny Event Fund other than the Umbrellas (Cultural, Fishing & Diving). 7/26/95

Marketing expenses for events held outside Monroe County shall not be reimbursed/direct paid. 5/19/10

CULTURAL/FISHING UMBRELLA EVENT FUNDING: Any event of a fishing or artistic/special/dramatic nature shall apply for funding under the appropriate umbrella organization.

Each Umbrella shall appropriate a minimum of 30% of the funds of the Umbrella for generic out-of-county advertising and public relations. 70% or the remainder that has not been allocated to the advertising/public relations agencies of record within the Umbrellas, shall be allocated by the Umbrella to the applicants for event funding. The budget, which is included with the application,

*Key Largo Sailfish Challenge
Fishing Umbrella Funding FY 2012
Contract ID#: 900*

will be individually reviewed by the Umbrella, the applicant and the advertising/public relations agencies of record. There cannot be more than a 10% deviation on the approved line item budget. No amendments to budgets will be permitted after this approval process. 9/14/94 General non allocated line item is not to exceed 15% of the total budget and can only be utilized for acceptable TDC items listed below.

If an Umbrella does not allocate all the funds earmarked for direct event funding within a district, the remaining funds shall be allocated and utilized to advertise that specific district as recommended by the Umbrella committee.

Any event receiving funding under the Umbrella organization will not be eligible for additional funding under another TDC event category. 08/14/91

FISHING EVENTS: Procedures for fishing events can be found in the Monroe County TDC Operations Manual in Section IV-B. Within the Fishing Umbrella events funding process, the monies received by the event coordinator is to be used within the approved acceptable list of TDC expenses listed below without any restriction as to out-of-county advertising.

Media Placement & Production Costs: newspaper; magazines, radio; TV; website/internet advertising only²

Promotional Signs: posters and banners

Promotional Items: T-shirts; hats; jackets; koozie cups; trophies/awards (Fishing Tournaments only)¹. Refer to Sales/Resale statement in Section II of the Operations Manual.

Direct Mail Promotions: brochures and pamphlets including postage/shipping . This is a direct mail promotional brochure/pamphlet utilized for pre-event advertising.

Programs: TDC will pay for an event program of listed or schedule of activities and information on the event, an amount not to exceed 50% of cost, including production and printing, of program as outlined in contract budget.

Public Relations (PR): Print and broadcast public relations materials for distribution to media, such as but not limited to press releases, public service announcements, photography to be utilized in PR releases and video news releases **as approved** by the public relations agency of record. Only permissible PR material produced by the agency of record and/or a professional public relations agency shall be acceptable. BOCC 7/21/10

In-House Production: In-house production of any permissible expenditures will not be considered for reimbursement. BOCC 7/21/10

Event Promotions: TDC funding is intended for promotion of events as opposed to the ongoing programs of an organization or promotion of the facility. TDC will only consider reimbursement of advertising and promotional materials that highlight the event versus the regular programming of an organization or facility. BOCC 7/21/10

Items that have not been approved by the appropriate agency of record prior to production/placement shall not be considered for reimbursement/direct payment. BOCC
7/21/10

¹ **TROPHIES**: framed art work, framed photography, engraved crystal and glass, plaques, trophies, sculptures (fiberglass, metal, glass & wood) and framed certificates shall constitute a trophy. All such trophies must include the appropriate information as outlined in the policies (tournament name, date, and location). 9/14/94 For TROPHY reimbursement, Tournament Directors must present the original invoice of the trophies, a notarized list of winners of the event, and a notarized list of the plates and/or glass etching from the engraving company. 8/20/03.

² **ADVERTISING THROUGH THE INTERNET**: The TDC will pay for Internet advertising on web sites (banners, buttons, website links), and E-mail blasts. Internet advertising links may go to the event website. Logo is required on banners and E-blasts. No payment will be made for development or operation (hosting) of website. BOCC 5/16/06

SALE/RESALE OF TDC FUNDED ITEMS: Items funded, including creative and resulting work product, by the BOCC/TDC, in accordance with Florida Public Records Law, are owned by the BOCC/TDC *and as such may not be sold.* 09/14/94

Logo/Acknowledgement Usage Guidelines For Fishing Events

BOCC 4/21/10

Color ads four (4) color processing printing 06/12/91

Black & white ads shall include the Florida Keys and Key West logo in PMS black. 06/12/91

Use on all printed material as listed under the Acceptable Event Marketing Expenses list

TV: logo must appear at the conclusion of commercial

Hats/t-shirts/jackets/koozie cups: must carry the "The Florida Keys & Key West" logo

Radio Advertising: No logo is required. All radio announcements must say "Brought to you by the Monroe County Tourist Development Council"

Trophies: Logos are not required on trophies.

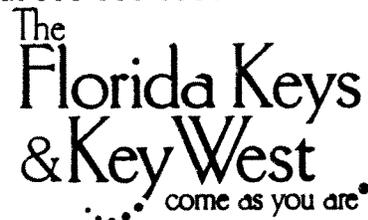
In-County Logo

The below logo that includes the "Monroe County Tourist Development Council" designation is to be utilized in all approved in-county print newspaper ads, magazine ads, street banners, posters and other approved signage efforts. Radio commercials should include "Brought to you by The Monroe County Tourist Development Council". To seek approval, clarification and/or logo in electronic format (eps or jpg file), contact Sharon Joseph or John Underwood with Tinsley Advertising at 305-856-6060.



Out-of-County Logo

The below logo that does NOT include the "Monroe County Tourist Development Council" designation is to be utilized in all other efforts including any approved out-of-county print newspaper ads, magazine ads, television commercials, internet advertising (banners, buttons, e-mail blasts), direct mail promotions (brochures and pamphlets) and any approved promotional items including programs, T-shirts, hats, jackets and koozie cups. Radio commercials should include "Brought to you by The Monroe County Tourist Development Council". To seek approval, clarification and/or logo in electronic format (eps or jpg file), contact Sharon Joseph or John Underwood at Tinsley Advertising at 305-856-6060.



TOURNAMENT SCHEDULE OF EVENTS
FISCAL YEAR 2011-2012

EXHIBIT C

Key Largo Sailfish Challenge
PRINT TOURNAMENT NAME

DAY 1 8 : AM LINES IN WATER
 4 : PM LINES OUT OF WATER
 : PM EVENING EVENT
 : PM WEIGH-IN OVER
 : PM OTHER EVENT _____

DAY 2 8 : AM LINES IN WATER
 3 : PM LINES OUT WATER
 7 : PM EVENING EVENT
 : PM WEIGH-IN OVER
 : PM OTHER EVENT _____

DAY 3 : AM LINES IN WATER
 : PM LINES OUT WATER
 : PM EVENING EVENT
 : PM WEIGH-IN OVER
 : PM OTHER EVENT _____

DAY 4 : AM LINES IN WATER
 : PM LINES OUT WATER
 : PM EVENING EVENT
 : PM WEIGH-IN OVER
 : PM OTHER EVENT _____

EXHIBIT D

**MONROE COUNTY TOURIST DEVELOPMENT COUNCIL
FISHING UMBRELLA EVENT BUDGET
BUDGET BREAKDOWN**

line item listed below shall be approved by the appropriate agency of record

FISCAL YEAR 2012

There will be no amendments to this budget (Exhibit D) after BOCC approval of Agreement

EVENT NAME:	<u>Key Largo Sailfish Challenge</u>
MEDIA PLACEMENT & PRODUCTION COSTS: newspaper, radio, magazines, TV, website/internet advertising only	<u>\$</u>
PROMOTIONAL SIGNS: posters/banners	<u>\$</u>
PROMOTIONAL ITEMS: t-shirts, hats, jackets, koozie cups	<u>\$5,000</u>
DIRECT MAIL PROMOTIONS: brochures/pamphlets/ postage & shipping	<u>\$1,000</u>
PROGRAMS:	<u>\$</u>
PUBLIC RELATIONS	<u>\$</u>
*TROPHIES:	<u>\$</u>
**GENERAL NON-ALLOCATED	<u>\$</u>
TOTAL:	<u>\$6,000</u>

* TOURNAMENTS CANNOT EXCEED MORE THAN 30% OF THE TOTAL BUDGET IN TROPHY LINE ITEM EXCEPT WHEN TOURNAMENTS RECEIVED SPECIAL APPROVAL FROM FKFT, INC. BOARD OF DIRECTORS. 3/5/97

**GENERAL NON ALLOCATED MAY NOT EXCEED 15% OF THE ABOVE BUDGET. AND CAN ONLY BE UTILIZED FOR ACCEPTABLE TDC ITEMS.

ACTUAL EXPENDITURES MAY DEVIATE NO MORE THAN 10% FROM THE BUDGETED LINE ITEMS NOTED ABOVE.

MARKETING EXPENSES FOR EVENTS HELD OUTSIDE MONROE COUNTY SHALL NOT BE REIMBURSED/DIRECT PAID