

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: NOVEMBER 16, 2011 Division: TDC

Bulk Item: Yes No Department: _____

Staff Contact Person/Phone #: Maxine Pacini
296-1552

AGENDA ITEM WORDING:

Approval of an Amendment to Agreement to correct organization name due to scrivener's error from The Mel Fisher Heritage Society, Inc. to The Mel Fisher Maritime Heritage Society, Inc. for the production of the Keys Maritime Exploration Experience.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

Original Agreement was approved by BOCC at their meeting of October 20, 2010

CONTRACT/AGREEMENT CHANGES:

Amendment to Agreement

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: \$18,103 **BUDGETED:** Yes No

COST TO COUNTY: \$18,103 **SOURCE OF FUNDS:** TDC

REVENUE PRODUCING: Yes No **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Atty ^{PLC} OMB/Purchasing Risk Management ^{MS}

DOCUMENTATION: Included Not Required

DISPOSITION: _____ **AGENDA ITEM #** _____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: The Mel Fisher Maritime Contract # _____ TDC ID#: 748
Heritage Society, Inc. Effective Date: 10/1/10
 Expiration Date: 12/29/11

Contract Purpose/Description:
Approval of an Amendment to Agreement to correct organization name due to
scriveners error from The Mel Fisher Heritage Society, Inc. to The Mel Fisher
Maritime Heritage Society, Inc. for the production of the Keys Maritime
Exploration Experience.

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

for BOCC meeting on 11/16/11 Agenda Deadline: 11/1/11

CONTRACT COSTS

Total Dollar Value of Contract: \$ 18,103 Current Year Portion: \$ _____
 Budgeted? Yes No Account Codes: 117-75011-530340-TC15-710-X-530480
117-75011-530340-TC15-710-X-530410
 Grant: \$ _____
 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>10/28/11</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>10/29/11</u>
Risk Management	<u>10-27-11</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>10-27-11</u>
O.M.B./Purchasing	<u>10-27-11</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>10-27-11</u>
County Attorney	<u>10/27/11</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>e. Hatt</u> <u>Christine Zimbert</u>	<u>10/27/11</u>

Comments: _____

AMENDMENT (1st AMENDMENT) TO AGREEMENT

THIS AMENDMENT to agreement dated the _____ day of _____ 2011, is entered into by and between the Board of County Commissioners for Monroe County, a political subdivision of the state of Florida (County), on behalf of the Tourist Development Council, and **The Mel Fisher Heritage Society, Inc.** hereinafter referred to as Contractor.

WHEREAS, there was an agreement entered into on October 20, 2010 between the parties, awarding \$18,103 for the production of the Keys Maritime Exploration Experience between October, 2010 and September, 2011; and

WHEREAS, it has become necessary to correct the name of the organization due to a scrivener's error; and

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

1. The name of the entity we are entering into a contract for relating to this event shall be **The Mel Fisher Maritime Heritage Society, Inc.**
2. The remaining provisions of the contract dated October 20, 2010 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:

The Mel Fisher Maritime Heritage Society, Inc.

By _____
Secretary

By *[Signature]*
President MELISSA KENDRICK

Print Name

Print Name

OR TWO WITNESSES

(1) *[Signature]*

(2) *[Signature]*

(1) Monica Brook
Print Name

(2) Nic Pace
Print Name

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 **The Mel Fisher Heritage Society, Inc.** ("Event Sponsor") on this 20th day of Oct, 2010.

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

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

1. Amount: County shall pay a sum not to exceed **\$18,103 (Eighteen Thousand, One Hundred and Three Dollars)** effective **October 1, 2010** for promotion and related expenditures, as described in the event budget, attached hereto as **Exhibit "D"**, for production of the Keys Maritime Exploration Experience **between October, 2010 and September, 2011. 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. The advertising and promotion budget using 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 an Umbrella event budget shall not exceed 15% of the total budget and may be utilized for unforeseen permissible expenditures and for those budget lines that may require additional funds. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the County.
2. Duties of Event Sponsor: Event Sponsor shall provide promotion and related services as described in the 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.
3. Invoicing: **A list of Acceptable Event Marketing Expenses is attached to the contract as Exhibit "A".** The contracted 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, 2011. Event sponsor also understands that the funding process through which this contract was made available by County requires event sponsors to submit their payment requests as quickly as possible and to finalize all such requests before the end of the fiscal year, if at all possible. 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 by September 30, 2011, all invoices and support documentation as required by the County's Finance Department rules and policies. **Event**

Mel Fisher
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Contract ID#: **748**

Sponsor shall not be reimbursed nor will Event Sponsor's vendors be paid directly for any invoices received by the County after September 30, 2011, except that for events with promotional expenditures incurred between July 1 and September 30, 2011, invoices must be submitted within ninety (90) days of the conclusion of the event.

4. Reimbursement to County: Event Sponsor shall reimburse County for any amount of funds expended by County in connection with an event which does not occur as a result of any act or omission by Event Sponsor.

5. 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.

6. 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 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.

7. Records: 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.

8. Termination: County may terminate this agreement without cause by providing written notice to Event Sponsor, through its officer, agent, or representative, no less than sixty (60) days prior to the event and may terminate for breach upon providing to Event Sponsor, through its officer, agent or representative, notice at least seven (7) days prior to the effective date of the termination. Notice is deemed received by Event Sponsor when hand delivered, delivered by national courier with proof of delivery, or by U.S. mail upon verified receipt or upon the date of refusal or non-acceptance of delivery.

9. Conflicts: 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, Article XXI.

10. Non-Collusion: By signing below, 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 of 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.

Mel Fisher

Cultural Umbrella Funding FY 2011

Contract ID#: 748

11. Public Entities Crimes: 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12. 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 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 Sharon Joseph or John Underwood at Tinsley Advertising at 305-856-6060.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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



(SEAL)

Attest: Danny L. Kolhage, Clerk

Board of County Commissioners
of Monroe County

Danny L. Kolhage
Deputy Clerk

Sylvia J. Murphy
Mayor/Chairman

(CORPORATE SEAL)

Attest:

The Mel Fisher Heritage Society, Inc.

By _____
Secretary

By *[Signature]*
President

Print Name _____

Print Name _____

Date: _____

Date: _____

OR TWO WITNESSES

(1) *[Signature]*
Corey Malcom
Print Name

(2) *[Signature]*
Monica Brook
Print Name

Date: 7-21-10

Date: July 21/2010

FILED FOR RECORD
2010 OCT 25 PM 12:19
CLERK OF COURTS
MONROE, LOUISIANA

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
[Signature]
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 6-23-2010

Mel Fisher
Cultural Umbrella Funding FY 2011
Contract ID#: 748

Acceptable Event Marketing Expenses for Cultural Events

BOCC 9/20/06

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 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.

Within the Cultural and 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. Each Umbrella shall appropriate a minimum of 30% of the funds of the Umbrella for 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, 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.

Mel Fisher

Cultural Umbrella Funding FY 2011

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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

CULTURAL EVENTS:

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. Refer to Sales/Resale statement.

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. (7/21/10)

In-House Production: In-house production of any permissible expenditures will not be considered for reimbursement. (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. (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.

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

Mel Fisher
Cultural Umbrella Funding FY 2011
Contract ID#: 748

EXHIBIT B

Logo/Acknowledgement Usage Guidelines For Cultural 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"

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.



Mel Fisher

Cultural Umbrella Funding FY 2011

Contract ID#: 748

EXHIBIT C

MONROE COUNTY TOURIST DEVELOPMENT COUNCIL CULTURAL UMBRELLA SCHEDULE OF ACTIVITIES

FISCAL YEAR 2011

EVENT NAME: The Keys Maritime Exploration Experience

List scheduled event activities in Monroe County in date order *

- ◆ OCT 2010-**Film & Group Discussion:** A Look at Old Key West via *Carib Gold*
- ◆ OCT 2010-**Curator's Tour:** The History of the Turtle Fishing Industry in Key West
- ◆ OCT 2010- **Film & Group Discussion:** *Sixteen Fathoms Deep*
- ◆ NOV 2010-**Photo Contest Opens:** Historic Images of the Key West Working Waterfronts
- ◆ NOV 2010-**Lecture:** The State of the Green Sea Turtle
- ◆ NOV 2010-**Family Exploration Day:** Multigenerational explorations at the Mel Fisher Maritime Museum
- ◆ FEB 2011-**KW Shipwreck Weekend Workshop**
- ◆ APR 2011-**Lecture:** The 151st anniversary of The Last Slaves Ships; The Wildfire, Guerro and the Higgs Beach African Cemetery
- ◆ MAY 2011-**Hands-On Program:** *inWater Group* Sea Turtle Research Mission
- ◆ MAY 2011- **Film & Lecture:** Florida Fish & Wildlife Commission Tarpon DNA project update and the screening of the film *Tarpon*
- ◆ JUN 2011-**Shipwreck Survey Project:** The Ocean Reef Site
- ◆ JUN 2011-**Photo Contest Closes**
- ◆ JUL 2011-**Mel Fisher Days Festival:** multiple events
- ◆ JUL 2011-**KW Shipwreck Conference**
- ◆ AUG 2011-**Exhibition Opening:** Historic Images of the Key West Working Waterfronts
- ◆ AUG 2011-**Curator's Tour:** Historic Images of the Key West Working Waterfronts
- ◆ AUG 2011-**Hands-On Program:** Archaeology of the Turtle Kraals
- ◆ SEP 2011-**Internet Photo Safari:** KW Waterfront images as captured by KW visitors
- ◆ SEP 2011-**SCUBA Program:** Investigation of KW Harbor, the *Marie J. Thompson*

*If part of your funding request for this fiscal year is to promote event activities for the next event (pre-promotion), then the following rules will apply:

1. Pre-promotion of an event is only allowed for the months of October and November. If your event takes place after that, you must apply for funding in the next fiscal year.
2. All pre-promotion funding **MUST** be spent prior to September 30th of the fiscal year you are funded in. (For example: If pre-promotion is for a November 7th event, you must place that ad and spend the money prior to September 30th).

EXHIBIT D

MONROE COUNTY TOURIST DEVELOPMENT COUNCIL
CULTURAL UMBRELLA EVENT BUDGET
BUDGET BREAKDOWN
line items listed below must be approved by the appropriate agency of record

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

FISCAL YEAR 2011

EVENT NAME:	<u>The Keys Maritime Exploration Experience</u>
MEDIA PLACEMENT & PRODUCTION COSTS: newspaper, radio, magazines, TV, website/internet advertising only	<u>\$15,387.55</u>
PROMOTIONAL SIGNS: posters/banners	<u>\$</u>
PROMOTIONAL ITEMS: t-shirts, hats, jackets, koozie cups	<u>\$</u>
DIRECT MAIL PROMOTIONS: brochures/pamphlets/ postage & shipping	<u>\$</u>
PROGRAMS:	<u>\$</u>
PUBLIC RELATIONS	<u>\$</u>
*GENERAL NON-ALLOCATED	<u>\$2,715.45</u>
TOTAL:	<u>\$18,103.00</u>

*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