BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 16, 2011 Division: Administration

Bulk Item: Yes X No ___ Department: County Administrator

Staff Contact /Phone #: Rhonda Haag, 292-4482

AGENDA ITEM WORDING: Approval for Monroe County BOCC to execute a contract with Bryan Norcross for speaker services related to the Climate Leadership Summit being hosted December 8-9, 2011 by the County.

ITEM BACKGROUND: Contractual services will be funded by donated funds. The Southeast Florida Regional Climate Change Compact (Compact) of Palm Beach, Broward, Miami-Dade and Monroe Counties (Compact Counties) have each agreed to host a Regional Climate Leadership Summit. Broward hosted the first in 2009, Miami-Dade hosted in 2010, and Monroe was designated for 2011. The speaker has been asked by the Compact to present at the Summit. This contract covers all fees and expenses of the Speaker to attend and present at the summit, and will be paid in a lump sum upon the completion of the event.

PREVIOUS RELEVANT BOCC ACTION: None.

CONTRACT/AGREEMENT CHANGES: Not Applicable.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: $900. **INDIRECT COST:** ___ **BUDGETED:** Yes __ No X

DIFFERENTIAL OF LOCAL PREFERENCE:

COST TO COUNTY: N/A **SOURCE OF FUNDS:** Donated Funds

REVENUE PRODUCING: Yes ___ No X **AMOUNT PER MONTH**___ **Year** ___

APPROVED BY: County Atty ___ OMB/Purchasing ___ Risk Management ___

DOCUMENTATION: Included X Not Required ___

DISPOSITION:_____ **AGENDA ITEM #**_____

Revised 7/09

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Bryan Norcross

Contract # N/A

Effective Date: Upon signature

Expiration Date: December 9, 2011

Contract Purpose/Description:

This contract provides for speaker services for the Climate Leadership Summit being hosted on December 8-9, 2011 by Monroe County, in partnership with the Four County Compact, consisting of Palm Beach, Broward, Miami-Dade and Monroe Counties.

Contract Manager: Rhonda Haag (Name) 4482 (Ext.) County Administrator, #1 (Department/Stop #)

for BOCC meeting on 11/16/11 Agenda Deadline: 11/01/11

CONTRACT COSTS

Total Dollar Value of Contract: $ 900.00 Current Year Portion: $ 900.00

Budgeted? Yes ☐ No ☒ Account Codes: 158-06047-530340 -____-____

Grant: $ $ ____-____-____-____-____

County Match: $ ____-____-____-____-____

____-____-____-____-____

ADDITIONAL COSTS

Estimated Ongoing Costs: $0/yr (Not included in dollar value above)

For: (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	11-2-11	Yes ☐ No ☑	[illegible]	11-2-11
Risk Management	11-2-11	Yes ☐ No ☑	[illegible]	11-2-11
O.M.B./Purchasing	11-1-11	Yes ☐ No ☑	Penny Lupp	11-1-11
County Attorney	11-1-2011	Yes ☐ No ☑	Kathleen M Cassel	11-1-2011

Comments:

OMB Form Revised 2/27/01 MCP #2

AGREEMENT BETWEEN BOARD OF COUNTY COMMISSIONERS AND BRIAN NORCROSS TO SPEAK AT CLIMATE LEADERSHIP SUMMIT

This Agreement is made and entered into this _____ day of _____, 2011, between MONROE COUNTY, FLORIDA ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, and Bryan Norcross, of The Weather Channel ("SPEAKER") whose address is 12 Point Terrace SE, Atlanta, Georgia, 30339.

WHEREAS, the COUNTY desires to have the SPEAKER present at the 3rd Annual Regional Climate leadership Summit, hereinafter referred to as the "Summit", in Key Largo on December 8-9; and

WHEREAS, it serves a public purpose for the COUNTY to host the Summit, as a partner of the Four County Compact "Compact", to protect public infrastructure, property, water resources, natural areas and native species, and basic quality of life; and

WHEREAS, the SPEAKER has agreed to present at the Summit.

NOW THEREFORE, IN CONSIDERDATION of the mutual promises and covenants contained herein, it is agreed as follows:

1. **THE AGREEMENT.** The Agreement consists of this document, and its exhibits only.

2. **SCOPE OF WORK.** SPEAKER agrees to speak at the Summit, as requested by the COUNTY.

3. **COMPENSATION AND PAYMENTS TO SPEAKER.** The COUNTY shall pay the SPEAKER from funds donated to the COUNTY for the purpose of hosting the Summit. COUNTY shall pay SPEAKER the lump sum of $900.00. There shall be no additional expenses for travel, lodging, per diem or any other expenses, as they are included in the stated total compensation.

Payment to the SPEAKER shall be made by COUNTY after the Summit. SPEAKER shall submit to COUNTY the invoice attached to this CONTRACT as Exhibit "A'.

4. **TERM OF AGREEMENT.** This Agreement shall commence on November 17, 2011 and end December 9, 2011.

5. **HOLD HARMLESS AND INSURANCE.** SPEAKER covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners 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 services provided by SPEAKER occasioned by the negligence, errors, or other wrongful act of omission of SPEAKER, its employees, or agents.

6. **INDEPENDENT CONTRACTOR.** At all times and for all purposes under this agreement SPEAKER is an independent CONTRACTOR and not an employee of the Board of COUNTY Commissioners of Monroe COUNTY. No statement contained in this agreement shall be construed so as to find SPEAKER or any of his employees, subs, servants, or agents to be employees of the Board of COUNTY Commissioners of Monroe COUNTY.

7. **ASSIGNMENT/SUBCONTRACT.** SPEAKER shall not assign or subcontract its obligations under this agreement to others, except in writing and with the prior written approval of the Board of

County Commissioners of Monroe County and SPEAKER, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or sub shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the board.

7. **DISCLOSURE AND CONFLICT OF INTEREST**. SPEAKER represents that it, its directors, principles and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this contract, as provided in Sect. 112.311, et. seq., Florida Statutes. Upon execution of this contract, and thereafter as changes may require, the SPEAKER shall notify the COUNTY of any financial interest it may have in any and all programs in Monroe County which the SPEAKER sponsors, endorses, recommends, supervises, or requires for counseling, assistance, evaluation, or treatment. This provision shall apply whether or not such program is required by statute, as a condition of probation, or is provided on a voluntary basis.

COUNTY and SPEAKER warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the SPEAKER agrees that the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9. **NO PLEDGE OF CREDIT.** SPEAKER shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. SPEAKER further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this contract.

11. **TERMINATION**. The COUNTY or SPEAKER may terminate this Agreement without cause with seven (7) days' notice to the other party. If SPEAKER terminates prior to the Summit he agrees to forfeit any and all compensation.

12. **GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida; the COUNTY and SPEAKER agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe COUNTY, Florida.

13. **PRIVILEGES AND IMMUNITIES.** All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

14. **ATTESTATIONS.** SPEAKER agrees to execute such documents as the COUNTY may reasonably require, including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

15. **NO PERSONAL LIABILITY.** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

16. **EXECUTION IN COUNTERPART.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of COUNTY and SPEAKER hereto may execute this Agreement by singing any such counterpart.

IN WITNESS WHEREOF COUNTY and SPEAKER hereto have executed this Agreement on the day and date first written above.

(SEAL)
Attest: DANNY L. KOLHAGE, CLERK

By: _____
Deputy Clerk
Date: _____

BOARD OF COUNTY
COMMISSIONERS
OF MONROE COUNTY, FLOIDA

By: _____
Mayor/or County Administrator
Date: _____

Witnesses for SPEAKER:

By: _____
Signature
Date: 10-31-2011

By: _____
Signature
Date: 10/31/11

BRYAN NORCROSS

By: _____
Signature of person authorized to legally bind INDIVIDUAL
Date: 10/31/11

Bryan Norcross
Print Name
Address: 12 POINTE TERR NE
ATLANTA, GA 30339
Telephone Number: 305-592-5555

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

Natileene W. Cassel
NATILEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY
Date 11-1-2011

Exhibit "A"

INVOICE

BRYAN NORCROSS

December 10, 2011

To: Monroe County
Attn: Rhonda Haag
1100 Simonton Street, Ste. 2-283
Key West, FL 33040

From: Bryan Norcross

Street:12 Pointe Terrace SE

City: Atlanta

State: Georgia Zip: 30339

Due: $900.00

Please pay the sum of $900 for speaker fees related to my participation as a speaker at the 3rd Annual Regional Climate Leadership Summit held December 8th -9th. There shall be no additional charges for travel, lodging, per diem or any other expenses, as they are included in the stated total compensation. I certify that I have provided the services due under this Contract, which include presenting at the Summit.

By: _____
Bryan Norcross