BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: APRIL 20, 2005 Division: TDC

Bulk Item: Yes X No ___ Department: _____

Staff Contact Person: Maxine Pacini

AGENDA ITEM WORDING:
Approval is requested of advertising the attached application for Request for Proposals for FY 2006 Destination/TurnKey events.

ITEM BACKGROUND:
TDC approved same at their meeting of December 7, 2004.

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: _____ **BUDGETED:** Yes ___ No ___

COST TO COUNTY: _____ **SOURCE OF FUNDS:** _____

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

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

DIVISION DIRECTOR APPROVAL: _____
(Lynda Stuart)

DOCUMENTATION: Included X Not Required _____

DISPOSITION: _____ **AGENDA ITEM #** _____

Revised 2/05

EVENT FUNDING APPLICATION

REQUEST FOR BIDS

MONROE COUNTY TOURIST DEVELOPMENT COUNCIL

Mr. Matthew P. Babich, Chairperson
Mr. Todd Firm
Ms. June Helbling
Mr. Michael Ingram
Mr. Robert Padron
Commissioner Edwin Scales, III
Mr. Scott Simmons
Mayor Dixie Spehar
Ms. Christina Weinhofer

Marketing Director
Harold Wheeler

INQUIRIES AND CORRESPONDENCE:

All questions pertaining to this solicitation should be directed to:

Administrative Office
Monroe County Tourist Development Council
P.O. Box 866
Key West, Florida 33040
Tel: (305) 296-1552 Fax: (305) 296-0788

All bids submitted in response to this solicitation should be addressed to and received no later that 5:00 p.m. (Close of business day) June 7, 2005.

Purchasing
Monroe County, Florida
1100 Simonton Street, 2nd Floor, Room 213
Key West, Florida 33040
Attention: DESTINATION/TURN KEY EVENT APPLICATION

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EVENT APPLICATIONS

(Destination, Turnkey)

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NOTICE OF CALLING FOR BIDS

NOTICE IS HEREBY GIVEN TO PROSPECTIVE BIDDERS that on June 7, 2005 at **no later than 5:00 p.m.** The Monroe County Purchasing Office will receive sealed bids for the following:

Request for Bid – Destination/Turnkey Event Funding

January 1, 2006 through December 31, 2006

Specifications and Bid Documents may be requested from DemandStar by Onvia by calling 1-800-711-1712 or by going to the website at www.demandstar.com Questions regarding the Bid should be directed to the Administrative Office of the Tourist Development Council, (305) 296-1552. Any addenda to this Request for Bids (RFB) shall be distributed to vendors on the list of Demandstar distributees for this RFB.

All bids must be received by the Monroe County Purchasing Office on or before 5:00 p.m on June 7, 2005. No waivers shall be allowed for proposals which have not been submitted to the County Purchasing Department by the close of business on the deadline date.

Bidders must submit two (2) signed originals and, for each separate District indicated, twelve (12) complete copies of each bid in a sealed envelope clearly marked on the outside: "Sealed Bid for Destination/TurnKey Event Funding", addressed and delivered to:

Purchasing Office, 1100 Simonton Street, Room 2-213, Key West, Florida 33040

All bids must remain valid for a period of ninety (90) days. The Board will automatically reject the bid of any person or affiliate who appears on the convicted vendor list prepared by the Department of General Services, State of Florida, under Section 287.133(3)(d), F.S. (1997).

Contract award will be by the Monroe County Board of County Commissioners to those proposers whose Bids are/is deemed by the BOCC, upon recommendation of the Monroe County Tourist Development Council, to be in the best interest of Monroe County.

Dated at Key West, Florida, this _____ day of _____, 2005.

OVERVIEW AND INSTRUCTIONS

1) Bid Schedule
(Contact Administrative Office for updated information)
(TDC/DAC Review/Evaluation meeting dates subject to change)

Issue of Request for Bid	APRIL 21, 2005
Workshop for Event Applicants	MAY 10/11, 2005
Application Deadline	JUNE 7, 2005
DAC Review/Evaluation of Applications	JUNE 21/22, 2005
TDC Review/Evaluation of Applications	JULY 13, 2005
BOCC Approval	AFTER OCTOBER 2005

2) Each successful bidder shall provide Monroe County with a destination or a Turnkey Event. Definitions of these events are:

a) Destination Events (Advertising and PR Funding Only): (BOCC 2/16/05)

For the purposes of this solicitation, a destination event is developed and produced to entertain the public and which promotes tourism in the Florida Keys and Key West by drawing out-of county tourists into the Keys.

Such an event may or may not receive national/or international media exposure, however, the professional agencies of the Tourist Development Council approve and support all TDC funding for the event to help ensure the success of said event based on the amount of allocated funds.

The event coordinator, for purposes of this RFB and any resulting contract, shall be the production agent or other person or organization primarily responsible for the production of the event, and the entity soliciting event funding under this process. Funds awarded for this event are utilized for hard media and public relations related expenditures through the TDC agencies of record to promote the event. County shall fund advertising and promotional activity at up to 10% in-county with balance out of county for Destination category only.

The TDC agencies of record and contacts are:

Mr. John Underwood
Tinsley Advertising
2660 Brickell Avenue
Miami, Florida 33129
(305-856-6060)

Mr. Andy Newman
Stuart Newman Associates
2140 South Dixie Highway, Suite 203
Miami, Florida 33133
(305-461-3300)

b) Turn Key Events - (national marketing exposure) (BOCC 2/16/05)

For purposes of this solicitation, a Turn Key event is designed and produced to entertain the public, and promotes tourism in the Florida Keys and Key West by drawing out-of-county tourists into the Keys. Said event would be produced or coordinated by an entity (soliciting event funding under this process) with national advertising or a history of national and/or international media exposure.

The event is an entire package which guarantees national television (to be aired within ninety (90) days from completion of event), radio and newspaper marketing with direction of said media to be reviewed and approved by the advertising agency of record. In addition such event shall be considered an all inclusive event where the promoter has financial responsibility for every facet of the management and production of said event. For purposes of this solicitation and all contracts awarded pursuant to same, the event coordinator shall be the production agent primarily responsible for the production of the event and is the entity with whom any contract shall be entered. Involvement by the Monroe County Tourist Development Council agencies of record would only be provided at the request of the Monroe County Tourist Development Council and/or the District Advisory Committee and not as a requirement by the event coordinator or any sponsor to ensure the success of said event.

Payment under a contract for a Turn Key Event will be made upon the completion of the event and upon the airing(s) of national and/or international television when said promotion has been brought forward within the application as a component of qualifying as a TurnKey Event and subsequently outlined within the scope of services within the contract with the BOCC. If an event is canceled for any reason, no payment shall be forthcoming.

3) The Monroe County Board of County Commissioners (BOCC) reserves the right to reject any and all bids, to waive irregularities and informalities in any or all bids, and to re-advertise for bids.

A grant award, if made, will be to the most responsive and most qualified bidder(s) which the BOCC, upon recommendation by the DAC and TDC, deems to be in the best interest of the County utilizing the Criteria for Evaluation. The successful bidder(s) shall enter into an Event Contract with the BOCC. The TDC and County reserve the right to negotiate the terms of any contract resulting from this RFB. (A sample of the contract(s) may be found on pages 22-33). The BOCC reserves the right to allocate funds to one or more, or none of the bidders.

4) Only complete sets of bid documents will be issued and shall be used in preparing bid packages. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets. Complete sets of Bid Documents may be obtained in the manner and at the location stated in the Notice of Calling for Bids.

5) The preparation cost of a bid response to this RFB is solely that of the bidder. Further, the BOCC will not assume any responsibility or liability for costs incurred by the selected bidder prior to the execution of the contract.

6) All information disclosed as part of the RFB process is considered part of the public domain by the laws of the State of Florida.

7) Any interpretation or correction of, or change to, the RFB shall be made in writing and issued by the TDC Administrative Office. Addenda shall be mailed or delivered to all who are known to have received this RFB.

Addenda will be issued no later than ten (10) calendar days prior to the submission date for bids, except in the case of an addendum postponing the submission date of the bids or withdrawing the RFB. It is the responsibility of the bidder to contact the Administrative Office of the TDC at telephone number shown on page 3 of the RFB prior to submitting a bid to ascertain whether or not any addenda have been issued and to ensure that all such addenda have been received.

Failure on the part of any bidder submitting a bid to receive any such addenda will not relieve such bidder from obligations under this RFB, any issued addenda, or the bid submitted by such bidder.

8) The Application form, pages 8 – 20 of this package and attachments required by page 21 shall be fully completed. All forms requiring signatures shall be executed. These documents shall comprise the bid. Do not include pages 1 through 7 in your submission. The bidder shall submit to the office stated in the Notice of Calling for Bids two (2) signed originals plus, for each separate District indicated, twelve (12) copies of the complete bid in a sealed envelope, marked clearly on the outside: "Sealed Bid for Destination/Turn Key Event Funding."

By signing of the Non-Collusion and Verification form, the bidder declares nothing of monetary value has been given, promised or implied to any county official, agent or employee as an inducement to promote or approve a contract resulting from this RFB.

The bidder further declares that no prohibited lobbying, solicitation or other act to influence the outcome of the competition, discussion or negotiations leading to the award of the contract.

The bid must be signed by the authorized officer of said proposing entity and be complete as outlined. Failure to sign said bid or submit the application as outlined constitute grounds for non-acceptance of the bid.

The bidder shall list all actual, proposed or potential conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may conflict with the interests of the BOCC.

The successful bidder(s) shall not assign, transfer, convey, sublet or otherwise dispose of the contract or of any or all of its right, title or interest therein, without prior written consent of the BOCC.

Failure to affirm the above in the application will result in rejection.

9) The pro forma contract included in this RFB can be adapted to the requirements of a specific event. Final acceptance of the contract shall not occur until the BOCC and the event sponsor have signed the contract.

Monroe County Tourist Development Council
Application of Destination/Turnkey Event Funding
January 1, 2006 through December 31, 2006

Please submit two (2) originals and, for each separate District indicated (see below), submit twelve (12) copies of the completed application form (pages 8- 20) as per the instructions found on pages 4 – 7.

TITLE OF EVENT: _____

VENUE: (location/City): _____

DATE(S) OF EVENT: _____

Category of Event (check one)

DESTINATION EVENT ☐ TURN KEY EVENT ☐

INDICATE THE DISTRICT(S) YOU ARE REQUESTING FUNDS FROM:

- ☐ District I (encompasses the city limits of Key West)
- ☐ District II (from city limits of Key West to the west end of the Seven Mile Bridge)
- ☐ District III (from the west end of the Seven Mile Bridge to the Long Key Bridge)
- ☐ District IV (between the Long Key Bridge and Mile marker 90.7)
- ☐ District V (from Mile marker 90.7 to the Dade/Monroe County line and any mainland portions of Monroe County

AMOUNT REQUESTED: _____

I. APPLICANT ORGANIZATION:

A. NAME OF CONTRACTING ORGANIZATION: _____
(Registered Business name)

ADDRESS: _____

_____

TELEPHONE NUMBER: (Daytime) (____) _____
FAX NUMBER: (____) _____
E-MAIL ADDRESS: _____
YEAR LEGALLY ESTABLISHED _____
FEDERAL I.D. #/S.I.N. #: _____

SUMMARIZE ORGANIZATION HISTORY _____

_____

_____

B. CONTACT PERSON: _____

ADDRESS: _____

_____

_____

TELEPHONE NUMBER: (Daytime) (____) _____

FAX NUMBER: (____) _____

E-MAIL ADDRESS: _____

C. List name of President and other individuals authorized to execute contracts and otherwise act on behalf of Applicant:

Name	Title

D. List staff members including volunteers responsible for administering and organizing this event with evidence of their qualifications and capabilities to accommodate the demands of the event.

Name	Qualifications	Capabilities

E. List previous funding from the Monroe County Tourist Development Council, and by any other State or Federal agencies, if any including applications that have not been funded:

Source of funding	Amount Requested	Amount Received	Year

II. CRITERIA FOR EVALUATION (applications not scoring 36 points and above will not be considered for funding). Points are listed at each segment for ease of scoring by reviewers.

Scoring will be as follows:
1 - unacceptable **2** - below average **3** - average **4** - above average **5** - excellent

A. TIMING OF EVENT: (please circle the appropriate month for the District you are seeking funding from)

Time of year of event (shoulder and off season events to receive higher scoring). (BOCC 4/20/05)

DISTRICT I (encompasses the city limits of Key West)

January	3	July	3
February	1	August	5
March	1	September	5
April	1	October	5
May	3	November	4
June	4	December	4

1 2 3 4 5

DISTRICT II (from the city limits of Key West to the west end of the Seven Mile Bridge)

January	2	July	3
February	1	August	5
March	1	September	5
April	1	October	5
May	3	November	4
June	3	December	3

1 2 3 4 5

DISTRICT III (from the west end of the Seven Mile Bridge to the Long Key Bridge)

January	3	July	3
February	1	August	5
March	1	September	5
April	1	October	5
May	3	November	4
June	3	December	3

1 2 3 4 5

DISTRICT IV (between the Long Key Bridge and Mile market 90.7)

January	3	July	3
February	1	August	5
March	1	September	5
April	1	October	5
May	3	November	4
June	3	December	4

1 2 3 4 5

DISTRICT V (from Mile marker 90.7 to the Dade/Monroe County line and any mainland portions of Monroe County)

January	2	July	3
February	1	August	5
March	1	September	5
April	1	October	5
May	3	November	4
June	3	December	3

1 2 3 4 5

EXHIBIT A

B. COMMITMENT TO THE EXPANSION OF OFF SEASON TOURISM IN MONROE COUNTY: (Outline goals and objectives and describe in detail the proposed event)

1 2 3 4 5

EXHIBIT B

C. SOUNDNESS OF PROPOSED PROJECT:

a. Submit detailed marketing plan to include all aspects of the proposed event with estimated number to be reached through electronic media (e.g. broadcast of event over radio or television including source of information. - TDC funding may only be utilized as follows: Destination events may utilize up to 10% of their approved budget for in-county hard media (to include production of brochures/flyers and associated costs) and public relations. Out-of-county advertising and public relations is to be established through the agencies of record so noted on page 4. No other items will be allowable.

1 2 3 4 5

EXHIBIT C

III. FINANCIAL INFORMATION:

A. REVENUE BUDGET

1) List cash income specifically associated with your program, project or event and also attach your organization/s total annual budget to **EXHIBIT C.**

	CASH REVENUE
Admissions (if applicable)	$ _____
Contracted Services Revenue	$ _____
Corporate Contributions	$ _____
Foundation Grants	$ _____
Private/Individual Contributions	$ _____
Other Private Support	
_____	$ _____
_____	$ _____
Government Support:	
Federal_____	$ _____
State _____	$ _____
Local _____ other than this request	$ _____
Other Revenue (Itemize):	
_____	$ _____
_____	$ _____
_____	$ _____
_____	$ _____
Applicant cash on hand	$ _____

TOTAL APPLICANT CASH REVENUE ..... $ _____

GRANT AMOUNT REQUESTED ..... $ _____

TOTAL CASH REVENUES ..... $ _____

PLEASE NOTE:

1. Attach financial statement, compilation, review or audit of organization's total budget and financial statement for the last fiscal year to this exhibit. **Organization assures that the information contained in such documents are stated factually and accurately to the best of their knowledge.**
2. Attach organization's budget and income/expense report for the last event (if applicable)

1 2 3 4 5

EXHIBIT D

2) **COMMITMENTS FOR CONTRIBUTION:**
List all contributors (HARD DOLLARS) supporting the proposed event and the amounts committed by those contributions.

Contributor	Amount

SUB-TOTAL VALUE OF CONTRIBUTORS $ _____

1 2 3 4 5

3) List all in-kind contributions: (including complimentary rooms, functions, services)

Contributor	Type	Value

SUB-TOTAL VALUE OF IN-KIND SERVICES $ _____

TOTAL VALUE OF CONTRIBUTION $ _____

1 2 3 4 5

INCLUDE LETTERS OF COMMITMENT FROM CONTRIBUTORS AND SPONSORS FOR BOTH HARD DOLLAR AND IN KIND SERVICES.

EXHIBIT E

IV. EXPENDITURE BUDGET:

1) List cash expenses specifically associated with your program, project or event. Asterisk (*) those line items for which Tourist Tax dollars would be utilized and break out to the side, in the column indicated, the portion of Tourist Tax monies intended to be earmarked for particular expenditures. **NOTE: Remember to attach your organization's total annual budget:**

	Cash Expenses	Portion of Tourist Tax Funds request intended to be allocated
Administrative Expenses		
Personnel - in house	$ _____	$ non permissible expenditure
Personnel - contracted	$ _____	$ non permissible expenditure
_____	$ _____	$ non permissible expenditure
_____	$ _____	$ non permissible expenditure
Technical/Production Expenses		
Personnel - in house	$ _____	$ _____
Personnel - contracted	$ _____	$ _____
Space Rental		
_____	$ _____	$ _____
_____	$ _____	$ _____
Travel		
_____	$ _____	$ _____
Marketing & Promotion		
Advertising	$ _____	$ _____
Design & Printing	$ _____	$ _____
Postage & Mailing	$ _____	$ _____
Other (specify)		
_____	$ _____	$ _____
_____	$ _____	$ _____
_____	$ _____	$ _____
Remaining Project Expenses (Itemize)		
_____	$ _____	$ _____
_____	$ _____	$ _____
_____	$ _____	$ _____
_____	$ _____	$ _____
_____	$ _____	$ _____

TOTAL TOURIST TAX FUNDS REQUESTED ..... $ _____

TOTAL CASH EXPENSES..... $ _____

2) Specifically state how you plan to spend the tourist funds requested as listed in expenditure budget, column 2, listing names and quantity (e.g. advertising space in local or national newspapers, magazines, brochures, etc.). Destination Events: Remember do not deviate 10% from this budget.

1 2 3 4 5

V. QUALITY AND UNIQUENESS OF PROPOSED EVENT:

a. Extent to which the activity is unique to Monroe County and/or District and provides tourist appeal and promotes and showcase the destination.

1 2 3 4 5

b. Number of tourists anticipated to attend the event:

	Participants	Spectators
Monroe County Residents	_____	_____
Out of County, Florida	_____	_____
Out of State	_____	_____
Foreign	_____	_____
TOTAL	_____	_____

1 2 3 4 5

c. How was the anticipated number of persons attending determined?

_____

_____

1 2 3 4 5

VI. VALUE OF NATIONAL MEDIA EXPOSURE OR NEW EVENT:

a. Submit a **detailed** history of national and/or international media exposure of last event, and as a part of its entire package bringing guaranteed television, radio and newspaper advertising including estimated reach and source of information. **(LABEL AS EXHIBIT "F")** **DO NOT INCLUDE PAID ADVERTISING.**

1 2 3 4 5

OR

b. In lieu of evidence of past promotional exposure, the anticipated value of the new event to tourism shall be considered included estimated number of be reached and source of information. **(LABEL AS ATTACHMENT "F")**

1 2 3 4 5

Criteria for Evaluation:
Scoring will be considered under the following criteria:
1 - unacceptable **2** - below average **3** - average **4** - above average **5** - excellent

Upon evaluation of events, the total scores will be tabulated and applications not scoring 36 points and above will not be considered for funding. Those events that meet the minimum scoring requirements as noted above, will be ranked starting with the highest score. In the case of a tie, the highest score in the Commitment to the Off Season will be the determining factor.

VII. ACTION PLAN: PARKING/ROAD CLOSURES/SECURITY/TRASH:

a. Submit a detailed action plan including appropriate permit(s) if applicable as to how parking/security/road closures and trash will be handled during your event. The plan should include: if your event will require road closures, enclose a copy of the approval by the appropriate county/municipal entity. How your marketing plan will accommodate parking and transportation as it relates to your event; How your event will handle security and trash removal.

VIII.

NON-COLLUSION AFFIDAVIT
and
VERIFICATION

I, _____, of the city of _____ according to law on my oath, and under penalty of perjury, depose and say that:

1) I am _____, the bidder making the bid for the project described as follows:

2) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor:

3) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

VERIFICATION

I HEREBY CERTIFY that I have read the forgoing application and that the facts stated herein are true and correct to the best of my knowledge and belief.

_____ _____
President's Name Typed President's Signature

Sworn to and subscribed before me this _____ day of _____, 20__
personally appeared _____, _____, and_____
_____known to be the persons named in and who executed the foregoing document.

My commission expires: _____
Notary Public
State of _____

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

_____
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Bidder's Signature

_____
Date

IX. ATTACHMENTS:

1) **Organization's total budget and financial statement, compilation, review or audit for the last completed fiscal year. (Section III Exhibit C).**

2) **Organization's budget and income/expense report for the last event. (Section IV Exhibit E).**

CRITERIA FOR EVALUATION
SUMMARY SHEET

(Applications not scoring 36 points and above will not be considered for funding)

SCORE

I. A. TIME OF EVENT (PAGE 10) _____

B. COMMITMENT TO THE EXPANSION OF OFF SEASON TOURISM IN MONROE COUNTY (EXHIBIT A - PAGE 11) _____

C. SOUNDNESS OF PROPOSED PROJECT

a. Detailed marketing Plan (EXHIBIT B - PAGE 12) _____

II. FINANCIAL INFORMATION

A. REVENUE BUDGET

1) (EXHIBIT C - PAGE 13) _____

2) List of contributors (EXHIBIT D - PAGE 14) _____

3) List of in-kind contributors (EXHIBIT D - PAGE 14) _____

III. EXPENDITURE BUDGET

1) List cash expense (EXHIBIT E - PAGE 15) _____

2) State how you plan to spend tourist funds as outlined in column 2 of (EXHIBIT E - PAGE 16) _____

IV. QUALITY AND UNIQUENESS OF PROPOSED EVENT:

a) Extent to which the activity is unique to Monroe County/or District (PAGE 16) _____

b) Number of tourists anticipated to attend event. (PAGE 17) _____

c) How the anticipated number of persons was determined. (PAGE 17) _____

V. VALUE OF NATIONAL MEDIA EXPOSURE OR NEW EVENT

a) detailed history of media exposure for last event (PAGE 17) **A.** _____

OR

b) Anticipate value of new event to tourism & source of information (PAGE 17) **B.** _____

TOTAL SCORE _____

(SAMPLE)

Destination Events Agreement

THIS AGREEMENT is entered into this _____ day of _____, 20__ by and between BOARD OF COUNTY COMMISSIONERS, MONROE COUNTY, FLORIDA, (BOCC) and the **(insert name of event sponsor)**.

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

1. The BOCC agrees to pay up to $_____ (_____ Dollars) for **(Name and date of event)** from tourist development tax funds (See Exhibit A). No more than 10% of the total advertising and promotional costs paid under this agreement shall be attributable to in-county activity.

2. Scope of Services: The **(insert name of event sponsor)** agrees to provide the County with an event as specified below:

3. All advertising and public relations services or supervision of advertising and public relations will be provided through the contracted agencies of the Tourist Development Council (TDC) and BOCC. The agencies of record shall receive payment of work in progress upon submission of documented invoices associated with said event.

4. Payment: Any payments directly to the **(insert name of event sponsor)** or vendors associated with said event shall be as follows:

Payment upon presentation of an invoice shall indicate the task completed for which payment is sought, with proper documentation attached.

Upon completion of said event, a financial statement detailing all revenue and expenses utilizing generally accepted accounting principals shall be prepared, notarized and submitted by Event Sponsor. The BOCC's contracted public relations firm shall confirm compliance with the Scope of Services.

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the BOCC. Only acceptable expenses listed in the Monroe County Tourist Development Council Operations Manual shall be paid.

5. Accounting: Financial records of the **(insert name of event sponsor)** pertaining to this project shall be kept on generally recognized accounting principles and shall be available to the BOCC or to an authorized representative for audit.

6. Modification: Line item changes to the advertising and promotion budget may be made up to but not exceeding 10% of the larger line item amount without requiring BOCC approval of the particular change.

7. Breach and Penalties: The parties agree to full performance of the covenants contained in this agreement, and the BOCC reserves the right at its discretion, provided such breach is material, to terminate this agreement for any misfeasance, malfeasance, or nonperformance of the agreement terms or negligent performance of the agreement terms by the **(insert name of event sponsor)**.

8. Termination: This Agreement will be terminated on September 30, 20__. **All invoices must be submitted prior to _____, 20__.**

9. Non Occurrence of Event: If the event does not take place for any reason under control of Event Sponsor except for those reasons in paragraph 19, then Event Sponsor agrees to refund to the BOCC any amounts already paid to them under this agreement, and relieve the BOCC from any further payments.

The **(insert name of event sponsor)** shall give written notice to the Monroe County Tourist Development Council if it is found necessary to cancel an event. The notice shall contain the following specifics: 1) reason for cancellation, 2) documentation of the reason for cancellation and 3) person authorized to cancel including title and stated affiliation.

10. Indemnification and Hold Harmless: The **(insert name of event sponsor)** 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 the services provided, event sponsored, or other activities and funding associated with this agreement, except those losses or damages caused by BOCC or its agents.

11. Insurance Requirements: **(insert name of event sponsor)** as a pre-requisite of the Special Event governed by this agreement, shall obtain, at its own expense, insurance as specified in this section.

(insert name of event sponsor) will not be permitted to commence work associated with the Event (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the county as specified below. **(insert name of event sponsor)** shall maintain the required insurance throughout the entire duration of the Special Event and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of the Event until the required insurance has been reinstated or replaced. **(insert name of event sponsor)** shall provide, to the County, as satisfactory evidence of the required insurance, either:

* Original certificate of Insurance

or

* Certified copy of the actual insurance policy

A certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the Event.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

Acceptance and/or approval of **(insert name of event sponsor)**'s insurance shall not be construed as relieving **(insert name of event sponsor)** from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies.

Any deviations from these General Insurance Requirements must be requested in writing on the County form titled "Request for Waiver of Insurance Requirements" and must be approved by Monroe County Risk Management.

(insert name of event sponsor) shall furnish the County with a certificate evidencing the insurance required by this paragraph not later than twenty (20) days prior to the event.

Prior to commencement of work governed by this contract, **(insert name of event sponsor)**
shall obtain General Liability Insurance. Coverage shall be maintained through out the life of the contract and include, as a minimum:

* Premises Operations
* Products and Completed Operations
* Blanket contractual Liability
* Personal Injury Liability
* Expanded Definition of Property Damage

The minimum limits acceptable shall be:

* $1,000,000.00 combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

* $500,000.00 per person
* $1,000,000.00 per Occurrence
* $100,000.00 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend

for a minimum of twelve (12) months following the acceptance of work by the County. Recognizing that the work governed by this contract involves the sales and/or distribution of alcoholic beverages, the Contractor's General Liability Insurance policy shall include Liquor Liability with limits equal to those of the basic coverage.

A separate Liquor Liability policy is acceptable if the coverage is not more restrictive than the contractor's General Liability policy.

12. Permits: The **(insert name of event sponsor)** will secure all required permits, licenses including but not limited to occupational licenses.

13. Taxes: The BOCC and TDC are exempt from Federal Excise and State of Florida Sales Tax.

14. Finance Charges: The BOCC and TDC will not be responsible for any finance charges.

15. Relation of BOCC/TDC: It is the intent of the parties hereto that the **(insert name of event sponsor)** shall be legally considered as an independent Event Sponsor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the BOCC and TDC and the BOCC and TDC shall at no time be legally responsible for any negligence on the part of said Event Sponsor, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

16. Disclosure: The **(insert name of event sponsor)** shall be required to list any or all potential conflicts or interest, as defined by Florida Statute 112 and Monroe County Code. The **(insert name of event sponsor)** shall disclose to the BOCC and TDC all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may conflict with the interest of the BOCC and TDC.

17. Assignment: The **(insert name of event sponsor)** shall not assign, transfer, convey, sublet or otherwise dispose of this agreement, or of any or all of its right, title or interest therein, or his or its power to execute such agreement to any person, company or corporation without prior consent of the BOCC.

18. Compliance with laws - Nondiscrimination: The **(insert name of event sponsor)**, shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, age, or national origin in the performance of work under this Agreement. This Agreement shall be subject to all federal, state, and local laws and ordinances.

19. Force Majeure: The **(insert name of event sponsor)** shall not be liable for delay in performance or failure to perform in whole or in part, the services due to the occurrence of any contingency beyond its control or the control of any of its subcontractors or suppliers, including labor dispute, strike, labor shortage, war or act of war whether an actual declaration thereof if made or not, insurrection, sabotage, riot or civil commotion, act of public

enemy, epidemic, quarantine restriction, accident, fire, explosion, storm, flood, drought or other act of God, act of any governmental authority, jurisdictional action, or insufficient supply of fuel, electricity, or materials or supplies, or technical failure where the **(insert name of event sponsor)** has exercised reasonable care in the prevention thereof, and any such delay or failure shall not constitute a breach of the Agreement. Upon demand of TDC or BOCC, the **(insert name of event sponsor)** must furnish evidence of the causes of such delay or failure. BOCC shall not pay for any services or activities, promotional or otherwise, connected with an event produced after the date(s) described in paragraph 1 and Scope of Services.

20. Governing Law/Venue: This Agreement shall be governed and construed by and in accordance with the laws of the State of Florida and the County of Monroe and Federal law. Venue for any dispute concerning this Agreement shall be in Monroe County.

21. Security Protection: The **(insert name of event sponsor)** agrees to provide adequate security for the event. No TDC funds will be used for this purpose.

22. Ownership: All advertising and promotion work performed under the agreement and paid for by the BOCC and TDC shall be the property of the BOCC and TDC, for whatever use and/or disposition the BOCC and TDC may deem appropriate.

23. Media rights: The TDC shall have the right to broadcast, rebroadcast, use, reproduce or transmit for any purpose whatsoever, radio, television, pictures, sound, film and tape motion pictures and still photographs paid by the BOCC and TDC under this agreement.

24. Logo: All promotional literature and display advertising with the exception of generic advertising must display the **"Florida Keys & Key West, Monroe County Tourist Development Council Come As You Are"** logo/trade mark (as per enclosed). This logo/trade mark was adopted by the TDC and County in November 2000. No re-imbursement will be provided to those entities utilizing the old logo/trade mark "Florida & Key West Come as you are".

25. Severability: If any provision of this Agreement shall be held by a Court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

26. 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 agreement for the sponsors and c) this agreement has been approved by the sponsor's Board of Directors.

27. Ethics Clause: The **(insert name of event sponsor)** warrants that it has not employed, retained or other wise had act on its behalf, any former County office 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 agreement without liability and may also, at its discretion, deduct from the agreement 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.

28. Public Entity 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 period of 36 months from the date of being placed on the convicted vendor list."

29. Entire Agreement: The parties agree that the Agreement above constitutes the entire agreement between the BOCC and **(insert name of event sponsor).**

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

(SEAL)
Attest:

_____

(insert name of event sponsor)

By_____

(SEAL)
Attest: DANNY L. KOLHAGE, Clerk

By _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor/Chairman

EXHIBIT "A"

Collateral

Promotion

Out-of-County Advertising

Nat'l Radio/TV Media Production

_____

TOTAL **$**

(SAMPLE)

Turn Key Events Agreement

THIS AGREEMENT is entered into this _____ day of _____, 20__, by and between BOARD OF COUNTY COMMISSIONERS, MONROE COUNTY, FLORIDA, (BOCC) and **(insert name of event sponsor)**

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

1. The BOCC agrees to pay $_____ (_____ Dollars) for: **(Name and date of event)** from tourist development tax funds provided Event sponsor meets all of its obligations under this agreement.

2. Scope of Services: The **(insert name of event sponsor)** agrees to provide the County with an event as specified in the Scope of Services below:

_____

3. Payment: Upon receipt from Event Sponsor of documentation, reviewed and verified by the Tourist Development Council (TDC) Administrative Office, proving that event has been produced and promoted through marketing literature, advertising program/publication ads, television coverage (to be aired within ninety (90) days from completion of event), publicity and on-site advertising, and that the required insurance was obtained no less than twenty days prior to the event, BOCC shall pay $_____

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the BOCC.

4. Accounting: Financial records of **(insert name of event sponsor)** pertaining to this project shall be kept on generally recognized accounting principles and shall be available to the BOCC or to an authorized representative for audit. Records shall be retained a minimum of three years after contract has been performed.

5. Modification: Any changes to this contract may be made only by written mutual agreement, recommended by the TDC and approved by the BOCC.

6. Termination: This Agreement will be terminated on _____, 20__. **All invoices must be submitted prior to _____, 20__.**

7. Non Occurrence of Event: The **(insert name of event sponsor)** shall give written notice to the Monroe County Tourist Development Council if it is found necessary to cancel an event. The notice shall contain the following specifics: 1) reason for cancellation, 2) documentation of the reason for cancellation and 3) person authorized to cancel including title and stated affiliation.

8. Indemnification and Hold Harmless: **(insert name of event sponsor)** 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 the event sponsored by **(insert name of event sponsor)**

9. Insurance Requirements: **(insert name of event sponsor)**, as a pre-requisite of the Special Event governed by this agreement, shall obtain, at its own expense, insurance as specified in this section:

(insert name of event sponsor) will not be permitted to commence work associated with the Event (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. **(insert name of event sponsor)** shall maintain the required insurance through out the entire duration of the Special Event and any extensions specified in any attached schedules. Failure to comply with this provision shall release County of any obligation to compensate event sponsor. Further, any material misstatement in the application for insurance coverage shall release County from it's obligations to pay under this agreement. **(insert name of event sponsor)** shall provide, to the County, as satisfactory evidence of the required insurance, including the insurance policy application and either:

* Original Certificate of Insurance

  or

* Certified copy of the actual insurance policy

An original certificate or a certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the Event. The insurance policy must state that the Monroe County BOCC is the certificate holder and additional Insured. Insurance should be mailed to:

Monroe County Board of County Commissioners
C/O Risk Management
1100 Simonton Street
Room 2-213
Key West, FL 33040

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

Acceptance and/or approval of **(insert name of event sponsor)** insurance shall not be construed as relieving **(insert name of event sponsor)** from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies.

Any deviations from these General Insurance Requirements must be requested in writing on the County form titled "Request for Waiver of Insurance Requirements" and must be approved by Monroe County Risk Management.

(insert name of event sponsor) shall furnish the County with a certificate evidencing the insurance required by this paragraph not later than twenty (20) days prior to the event.

Prior to commencement of work governed by this contract, **(insert name of event sponsor)** shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

* Premises Operations
* Products and Completed Operations
* Blanket contractual Liability
* Personal Injury Liability
* Expanded Definition of Property Damage

The minimum limits acceptable shall be:

* $1,000,000.00 combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

* $500,000.00 per Person
* $1,000,000.00 per Occurrence
* $100,000.00 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

Recognizing that the work governed by this contract involves the sales and/or distribution of alcoholic beverages, the Contractor's General Liability Insurance policy shall include Liquor Liability with limits equal to those of the basic coverage.

A separate Liquor Liability policy is acceptable if the coverage is not more restrictive that the contractor's General Liability policy.

10. Permits: The **(insert name of event sponsor)** will secure all required permits, licenses including but not limited to occupational licenses.

11. Laws and Regulations: Any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations, and **(insert name of event sponsor)** agrees that the venue for any dispute concerning this agreement shall be in Monroe County, Florida.

12. Taxes: The BOCC and TDC are exempt from Federal Excise and State of Florida Sales Tax.

13. Finance Charges: The BOCC and TDC will not be responsible for any finance charges.

14. Relation of BOCC/TDC: It is the intent of the parties hereto that the **(insert name of event sponsor)** shall be legally considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the BOCC and TDC, and the BOCC and TDC shall at no time be legally responsible for any negligence on the part of said Event Sponsor, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

15. Disclosure: The **(insert name of event sponsor)** shall be required to list any or all potential conflicts or interest, as defined by Florida Statute 112 and Monroe County Code. The **(insert name of event sponsor)** shall disclose to the BOCC and TDC all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may conflict with the interest of the BOCC and TDC.

16. Assignment: The **(insert name of event sponsor)** shall not assign, transfer, convey, sublet or otherwise dispose of this agreement, or of any or all of its right, title or interest therein, or his or its power to execute such agreement to any person, company or corporation without prior consent of the TDC and BOCC.

17. Compliance with laws - Nondiscrimination: The **(insert name of event sponsor)**, shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, age, or national origin in the performance of work under this Agreement. This Agreement shall be subject to all federal, state, and local laws and ordinances.

18. Security Protection: The **(insert name of event sponsor)** agrees to provide adequate security for the event.

19. Ethics Clause: The **(insert name of event sponsor)** warrants that it has not employed, retained or other wise had act on its behalf, any former County office 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 agreement without liability and may also, at its discretion, deduct from the agreement 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.

20. Media rights: The TDC shall have the right to broadcast, rebroadcast, use, reproduce or transmit for any purpose whatsoever, radio, television, pictures, sound, film and tape motion pictures and still photographs paid by the BOCC and TDC under this agreement.

21. Logo: All promotional literature and display advertising with the exception of generic advertising must display the **"Florida Keys & Key West, Monroe County Tourist**

Development Council Come As You Are" logo/trade mark (as per enclosed). This logo/trade mark was adopted by the TDC and County in November 2000. No re-imbursement will be provided to those entities utilizing the old logo/trade mark "Florida & Key West Come as you are".

22. Severability: If any provision of this Agreement shall be held by a Court of competent jurisdiction to be invalid or unenforceable, all remaining provisions shall not be affected thereby; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23. 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 agreement for the sponsors and c) this agreement has been approved by the sponsor's Board of Directors.

24. Public Entity 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".

25. Entire Agreement: The parties agree that the Agreement above constitutes the entire agreement between the BOCC and **(insert name of event sponsor)**

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

(SEAL)
Attest:

(insert name of event sponsor)

_____

By_____(President)

(SEAL
Attest: DANNY L. KOLHAGE, Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairman