BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: JUNE 21, 2006 Division: TDC

Bulk Item: Yes X No ___ Department: _____

Staff Contact Person: Maxine Pacini

AGENDA ITEM WORDING:
Approval of an Amendment to Agreement with MetroMedia Marketing, Inc. to revise the name and dates of the Ladies, Let's Go Fishing July event.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:
BOCC approved original Agreement at their meeting of October 19, 2006.

CONTRACT/AGREEMENT CHANGES:
Amendment to revise name and date of event

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: $2,000 **BUDGETED:** Yes X No ___

COST TO COUNTY: $2,000 **SOURCE OF FUNDS:** TDC

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

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: MetroMedia Marketing Inc.

Contract #_____

Effective Date: 10/19/05

Expiration Date: _____

Contract Purpose/Description:
Approval of an Amendment to Agreement with MetroMedia Marketing, Inc. to revise the name and dates of the Ladies, Let's Go Fishing July event.

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

for BOCC meeting on 6/21/06 Agenda Deadline: 6/6/06

CONTRACT COSTS

Total Dollar Value of Contract: $ 2,000 Current Year Portion: $ _____

Budgeted? Yes ☒ No ☐ Account Codes: 115-75022-530340-T65F-409 -X-530480

Grant: $ _____ 115-75022-530340-T65F- 409-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	5/22/06	Yes ☐ No ☑	M Ouart	5/22/06
Risk Management	5-25-06	Yes ☐ No ☑	M Sherwood	5-25-06
EC O.M.B./Purchasing	_____	Yes ☐ No ☑	[illegible]	5/25/06
County Attorney	5/22/06	Yes ☐ No ☑	S.Grimsley	5/22/06

Comments: _____

OMB Form Revised 2/27/01 MCP #2

AMENDMENT #1 TO AGREEMENT

THIS AMENDMENT to agreement dated the 24 day of May 2006, is entered into by and between Monroe County, a political subdivision of the state of Florida, after recommendation by the Monroe County Tourist Development Council, and MetroMedia Marketing, Inc.

WHEREAS, a contract was entered into on October 19, 2005, between the parties, awarding $2,000 to Metro Media Marketing, Inc. covering the production of the Ladies Let's Go Fishing Reel at the Reef on July 22-23, 2006; and

WHEREAS, the date of the event and the name of the event need to be revised;

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

1. Paragraph I shall read as follows: County shall pay a sum not to exceed $2,000.00 (Two Thousand Dollars) for promotion and related expenditures, for production of the Ladies Let's Go Fishing, Kick Back in the Keys! Inshore-Offshore Tournament on July 8-9, 2006.

2. The remaining provisions of the contract dated October 19, 2005 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

_____
Deputy Clerk

Board of County Commissioners
of Monroe County

_____
Mayor/Chairman

(CORPORATE SEAL)
Attest:

By. _____
Secretary

_____
Print Name

OR

_____
(1) Witness

_____
Print Name

_____
(2) Witness

Print Name

MetroMedia Marketing, Inc.

By _____
President

Betty Bauman
Print Name

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
5-22-06

FUNDING AGREEMENT

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Monroe County, Florida, (hereinafter referred to as the "County") and MetroMedia Marketing, Inc. (Hereinafter referred to as "Event Sponsor");

WHEREAS, 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;

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

1. County shall pay a sum not to exceed $2,000 (Two Thousand Dollars) for promotion and related expenditures, as described in the event budget, attached hereto as Exhibit B, for production of the Ladies Let's Go Fishing Reel at the Reef on July 22-23, 2006. 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 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 an Umbrella event budget 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. Event Sponsor shall provide promotion and related services as described in the Sponsor's application for funding, Exhibit A, 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 said event. Event sponsor fully understands that funding is obtained from tourist development taxes for which the fiscal year ends September 30, 2006. 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, 2006, 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 September 30, 2006, except that for events with promotional expenditures incurred between July 1 and September 30, 2006, invoices must be submitted within ninety (90) days of the conclusion of the event.

3. 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 Contractor agree that neither the County nor the Contractor or 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.

4. 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. 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. Should event involve the serving or distribution of alcoholic beverages, Event Sponsor shall obtain prior to the event a Liquor Liability insurance policy naming Monroe County as a co-insured.

6. Event Sponsor shall maintain records pursuant to generally accepted accounting principles for three (3) years after the event and shall permit County and its agents and employees access to said records at reasonable times.

7. 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.

8. 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.

9. 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.

10. 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.

11. Logo: All promotional literature and advertising must display the **"The Florida Keys & Key West, Monroe County Tourist Development Council, *Come as You Are*",** logo/trade mark adopted by the TDC and County on November, 2000 (as per attached). **Radio Advertising should read** "Brought to you by the Monroe County Tourist Development Council". No reimbursement or direct payment will be considered unless this logo/trade mark is utilized.

12. Insurance Requirements: 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.

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. 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. Event Sponsor shall provide, to the County, as satisfactory evidence of the required insurance, either:

* 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 Event Sponsor's insurance shall not be construed as relieving 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.

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, 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.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative, the 19th day of October, 2005.

(SEAL)
Attest: Danny L. Kolhage, Clerk

Isabel C. DeSantis
Deputy Clerk

(CORPORATE SEAL)

Attest:

By. _____
Secretary

OR_____

_____
Witness

Board of County Commissioners
of Monroe County

Wiggie M. Spehar
Mayor/Chairman

MetroMedia Marketing, Inc.

By_____
President

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 5/10/05

Fishing Umbrella Funding FY 2006
Ladies Lets Go Fishing Reel at the Reef

EXHIBIT A

FLORIDA KEYS FISHING TOURNAMENTS, INC.,
TOURNAMENT SCHEDULE OF EVENTS
FISCAL YEAR 2005-2006

___"Ladies, Let's Go Fishing!' ®
PRINT TOURNAMENT NAME

DAY 1 ___7:_00 AMLINES IN WATER

__3_:__30_PM LINES OUT OF WATER

3:30-5:30PM EVENING EVENT

_3_:__30_PM WEIGH-IN OVER

_____:_____PM OTHER EVENT _____

DAY 2 _____:_____AM LINES IN WATER

_____:_____PM LINES OUT WATER

_____:_____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 B

BUDGET BREAKDOWN
FLORIDA KEYS FISHING TOURNAMENTS, INC.
OCTOBER 1, 2005 TO SEPTEMBER 30, 2006

LADIES LET'S GO FISHING - OCEAN REEF

JULY 22-23, 2006

DIRECT MAIL & POSTAGE	$ 1,500.00
BROCHURES, POSTERS, PROGRAMS, PATCHES	$ --0--
TROPHIES	$ --0--
PHOTO PROGRAM	$ --0--
MEDIA ADVERTISING	$ 200.00
T-SHIRTS, CAPS, JACKETS	$ --0--
*GENERAL NON-ALLOCATED	$ 300.00

	$ 2,000.00

*GENERAL NON-ALLOCATED IS NOT TO EXCEED 15% OF THE TOURNAMENTS TOTAL BUDGET.

*TOURNAMENTS CAN NOT EXCEED MORE THAN 30% OF THE TOTAL BUDGET IN TROPHY LINE ITEM EXCEPT WHEN TOURNAMENTS GET SPECIAL APPROVAL FROM FKFT, INC.

THE FLORIDA KEYS & KEY WEST
MONROE COUNTY TOURIST DEVELOPMENT COUNCIL
Come as you are®

THE FLORIDA KEYS & KEY WEST
MONROE COUNTY TOURIST DEVELOPMENT COUNCIL
Come as you are®

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Come as you are®

MCTG-3125 New Logo Slick LO1

MONROE COUNTY, FLORIDA

Request For Waiver of Insurance Requirements

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor: See Event Attachment

Contract for: Services

Address of Contractor: C/O TDC Att: Maxine
METROMEDIA MARKETING, INC.
"LADIES LET'S GO FISHING!" REEL AT THE REEF 2006

Phone: 305-296-1552

Scope of Work: Advertising & Promotion

Reason for Waiver: Providing funds to promote event only....minimal exposure to county

Policies Waiver
Will apply to: See Attached

Signature of Contractor: Jim Sharpe

Approved _____ Not Approved _____

Risk Management: M. Slaink

Date: 5-5-05

County Administrator Appeal:
Approved _____ Not Approved _____

Date: _____

Board of County Commissioners Appeal:
Approved _____ Not Approved _____

Meeting Date: _____

Administration Instruction
#4789.2