BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: MAY 15/16, 2002 Division: TDC

Bulk Item: Yes X No ___ Department: _____

AGENDA ITEM WORDING:
Approval of an Amendment to Agreement with the Islamorada Chamber of Commerce exercising option to extend Agreement for one additional year until September 30, 2003.

ITEM BACKGROUND:
TDC approved same at their meeting of April 3, 2002.

PREVIOUS REVELANT BOCC ACTION:
BOCC approved Agreement at their meeting of April 8, 1999.
BOCC approved Amendment to Agreement at their meeting of July 21, 1999.
BOCC approved Amendment to Agreement at their meeting of July 19, 2001.
BOCC approved FY 2002 Budget at their meeting of September 19, 2001.
BOCC approved Amendment to Agreement at their meeting of December 20, 2001.

CONTRACT/AGREEMENT CHANGES:
Amendment to Extend.

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: $80,000 **BUDGETED:** Yes X No ___

COST TO COUNTY: $80,000/TOURIST PAY

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 To Follow ___ Not Required ___

DISPOSITION: _____ **AGENDA ITEM #** D6

Revised 2/27/01

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Islamorada Chamber of Commerce

Contract #

Effective Date:

Expiration Date:

Contract Purpose/Description:
Approval of an Amendment to Agreement with the Islamorada Chamber of Commerce exercising option to extend Agreement for one additional year until September 30, 2003.

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

for BOCC meeting on 5/15-16/2002 Agenda Deadline: 5/1/02

CONTRACT COSTS

Total Dollar Value of Contract: $ 80,000 Current Year Portion: $

Budgeted? Yes ☒ No ☐ Account Codes: 115-75360-530340-T25M-377X-530340

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	4/11/02	Yes ☐ No ☑	[signature]	4/11/02
Risk Management	4-16-02	Yes ☐ No ☒	[signature]	4-16-02
O.M.B./Purchasing	4/15/02	Yes ☐ No ☑	[signature]	4/15/02
County Attorney	4/10/02	Yes ☐ No ☑	S.Hutton	4/10/02

Comments:

OMB Form Revised 2/27/01 MCP #2

ADDENDUM TO AGREEMENT

THIS ADDENDUM is entered into this _____ day of _____, 2002, by and between the BOARD OF COUNTY COMMISSIONERS, Monroe County, Florida, hereinafter referred to as the COUNTY and the Islamorada Chamber of Commerce, hereinafter referred to as the PROVIDER.

WITNESSETH

WHEREAS, there was an agreement entered into on April 8, 1998, between the parties to provide Visitor Information Services which promote tourism; and

WHEREAS, there was an amendment to agreement on July 21, 1999 to provide for a change in the scope of services; and

WHEREAS, there was an amendment to agreement on July 19, 2001 to extend agreement until September 30, 2002, leaving one (1) additional year extension available as an option; and

WHEREAS, there was an amendment to agreement on December 20, 2001 to allow the PROVIDER to enter into agreements with reservation services should they wish to; and

WHEREAS, the TDC and Board of County Commissioners agree to exercise the option of an additional one (1) year for the Agreement until September 30, 2003; and

WHEREAS, the general liability insurance may be decreased to a minimum of $1 million coverage which includes Monroe County as a named insured;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to hereby amend the agreement entered into on April 8, 2001 (and amended on July 21, 1999; July 19, 2001 and December 20, 2001) as follows:

1. Paragraph 2 of the original agreement shall be amended by adding the following sentence: This Agreement is extended for the second year and will expire on September 30, 2003.

2. Paragraph 3.c. shall be revised to read:
   c. The PROVIDER shall respond to all telephone inquiries for the benefit of Monroe County as a whole and not for the benefit of the PROVIDER, members of the PROVIDER and/or discriminate between chamber and non-chamber members where generic materials are provided by the TDC. Should the PROVIDER make referrals to any lodging accommodations, it shall do so only pursuant to a system that provides for fair and equitable distribution to all entities which collect and remit to the County the tourist development tax, with no preferential treatment being given to any entity or class of accommodations, and without any preferential treatment for

any entity having a business relationship with the referral service provider. Further, such referral service system shall require the referral service provider, whether the Chamber of Commerce or a contractor thereof, to have and maintain the following protections for the County:

(i) a binding agreement to hold harmless and indemnify the County from any claims of liability, losses and causes of action which may arise out of or as a result of the referrals;

(ii) (ii) general liability insurance with a minimum of $1 million coverage which includes Monroe County as a named insured; and

(iii) a monitoring mechanism whereby results of performance, in terms of amount of business referred and the fairness and equity of referrals, can be reported to the Chamber and the TDC.

3. All other provisions of the agreement dated April 8, 1998, as previously amended, not inconsistent herewith shall remain in full force and effect.

Attest: DANNY L. KOLHAGE, Clerk

_____
Deputy Clerk

(CORPORATE SEAL)
Attest:

_____
Witness

Board of County Commissioners of Monroe County

BY: _____
Mayor/Chairman

Islamorada Chamber of Commerce

BY: _____
President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
SUZANNE A. HUTTON
DATE 4/10/02

ADDENDUM TO AGREEMENT

THIS ADDENDUM is entered into this 20th day of Dec, 2001, by and between the BOARD OF COUNTY COMMISSIONERS, Monroe County, Florida, hereinafter referred to as the COUNTY and the Islamorada Chamber of Commerce, hereinafter referred to as the PROVIDER.

WITNESSETH

WHEREAS, there was an agreement entered into on April 8, 1998, between the parties to provide Visitor Information Services which promote tourism; and

WHEREAS, there was an amendment to agreement on July 21, 1999 to provide for a change in the scope of services; and

WHEREAS, there was an amendment to agreement on July 19, 2001 to extend agreement until September 30, 2002, leaving one (1) additional year extension available as an option; and

WHEREAS, it has become necessary to again amend the April 8, 1998 agreement to allow the PROVIDER to enter into agreements with reservation services should they wish to;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to hereby amend the agreement entered into on April 8, 2001 (and amended on July 21, 1999, and July 19, 2001) as follows:

1. Paragraph 3.c. shall be revised to read:
   c. The PROVIDER shall respond to all telephone inquiries for the benefit of Monroe County as a whole and not for the benefit of the PROVIDER, members of the PROVIDER and/or discriminate between chamber and non-chamber members where generic materials are provided by the TDC. Should the PROVIDER make referrals to any lodging accommodations, it shall do so only pursuant to a system that provides for fair and equitable distribution to all entities which collect and remit to the County the tourist development tax, with no preferential treatment being given to any entity or class of accommodations, and without any preferential treatment for any entity having a business relationship with the referral service provider. Further, such referral service system shall require the referral service provider, whether the Chamber of Commerce or a contractor thereof, to have and maintain the following protections for the County:
   (i) a binding agreement to hold harmless and indemnify the County from any claims of liability, losses and causes of action which may arise out of or as a result of the referrals;
   (ii) (ii) general liability insurance with a minimum of $2 million coverage which includes Monroe County as a named insured; and

(iii) a monitoring mechanism whereby results of performance, in terms of amount of business referred and the fairness and equity of referrals, can be reported to the Chamber and the TDC.

2. All other provisions of the agreement dated April 8, 1998, not inconsistent herewith shall remain in full force and effect.

Attest: DANNY L. KOLHAGE, Clerk

Deputy Clerk

Board of County Commissioners of Monroe County

BY: _____
Mayor/Chairman

(CORPORATE SEAL)
Attest:

_____
Witness

Islamorada Chamber of Commerce

BY: _____
President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
SUZANNE A. HUTTON
DATE 12/03/01

ADDENDUM TO AGREEMENT

THIS ADDENDUM is entered into this 19th day of June, 2001, by and between the BOARD OF COUNTY COMMISSIONERS, Monroe County, Florida, hereinafter referred to as the COUNTY and Islamorada Chamber of Commerce, hereinafter referred to as Islamorada Chamber of Commerce.

WITNESSETH

WHEREAS, there was an agreement entered into on April 8, 1998, between the parties to provide Visitor Information Services which promote tourism; and

WHEREAS, there was an amendment to agreement on July 21, 1999 to provide for a change in the scope of services; and

WHEREAS, the original agreement allows for an extension for two (2) additional one (1) year periods beyond the initial award period;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to hereby amend the agreement entered into on April 8, 2001 and amended on July 21, 1999 as follows:

1. Paragraph 2. TERM, shall be amended as follows: Pursuant to the agreement entered into on April 8, 1998 this agreement is extended for one (1) additional year commencing October 1, 2001 and terminating on September 30, 2002, leaving one (1) additional year extension available as an option.

2. The remaining provisions of the agreement dated April 8, 1998 as previously amended and not inconsistent herewith shall remain in full force and effect.

Attest: DANNY L. KOLHAGE, Clerk

Deputy Clerk

Board of County Commissioners of Monroe County

BY: George R. Neugent
Mayor/Chairman

(CORPORATE SEAL)
Attest:

Witness

Islamorada Chamber of Commerce

BY: Carol L. Bock
President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY SUZANNE A. HUTTON
DATE 6/14/01

AMENDMENT TO AGREEMENT

THIS ADDENDUM to agreement is made and entered into this 21st day of July 1999, between the Monroe County and the Islamorada Chamber of Commerce.

WHEREAS, there was a contract entered into on April 8th, 1998, between the parties, to provide Visitor Information Services which promote tourism; and

WHEREAS, it has become necessary to amend the Islamorada Chamber of Commerce agreement to provide for a change in the scope of services;

NOW THEREFORE, the above parties agree as follows:

1. Section 3.(e) shall read as follows: PROVIDER shall provide live telephone service tailored to each chamber as follows: 9:00 a.m. to 5:00 p.m., Monday through Friday, 9:00 a.m. to 2:00 p.m., Saturday and Sunday with either live operators or voice box system during after hours pending media schedule (closed Thanksgiving, Christmas, New Year's Day, Easter, Memorial Day, Fourth of July and Labor Day). The Islamorada Chamber of Commerce shall notify the Monroe County Tourist Development Council in writing of any intentions in the future to modify the aforesaid hours. The TDC shall consider any such proposed change and if it determines that the Chamber can adequately meet the needs of the COUNTY with such changes, shall reflect its approval in the official minutes of the TDC. Should the TDC determine that the changes will not allow adequate information services, the TDC shall notify the Chamber that the matter will be taken to the COUNTY for modification or termination of this agreement.

2. All other provisions of the contract dated April 8th, 1998 shall remain in full force and effect.

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

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY
COMMISSIONERS OF
MONROE COUNTY, FLORIDA

Deputy Clerk

Mayor/Chairman

(CORPORATE SEAL)
Attest:

Islamorada Chamber of Commerce

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
SUZANNE A. HUTTON
DATE 6/28/99

President

AGREEMENT

THIS AGREEMENT is entered into this 8th day of APRIL, 1998, by and between the BOARD OF COUNTY COMMISSIONERS, Monroe County, Florida, hereinafter referred to as the COUNTY and the Islamorada Chamber of Commerce hereinafter referred to as PROVIDER;

WITNESSETH

WHEREAS, PROVIDER is qualified to provide Visitor Information Services which promote tourism; and

WHEREAS, COUNTY and PROVIDER currently have a contractual arrangement for services through September 30, 1998; and

WHEREAS, both parties desire to modify said agreement for the remainder of the term and to extend it an additional three years; and

WHEREAS, the Tourist Development Council (TDC) has recommended to COUNTY that PROVIDER be awarded a contract for Visitor Information Services; and

WHEREAS, the COUNTY wishes to enter into this Agreement for Visitor Information Services with the PROVIDER;

NOW AND THEREFORE, in consideration of the mutual covenants, the parties agree as follows:

1. OLD AGREEMENT SUPERSEDED: The Agreement dated September 8, 1993 is superseded and replaced by this Agreement effective on the beginning date of paragraph 2.

2. TERMS: The term of this Agreement is for a period of three and one half years beginning April, 1998 and expiring on September 30, 2001. The COUNTY has an option to extend this contract for two (2) additional one-year (1) periods beyond the initial award period, upon one hundred and twenty (120) days prior written notice of agreement extension to PROVIDER with consent of the PROVIDER.

3. SCOPE OF SERVICES: The PROVIDER shall pursuant to this agreement, provide Visitor Information Services as described herein:

a. The PROVIDER shall respond to all telephone inquiries from generic toll free number(s) and/or other toll or toll-free numbers with general information about the Florida Keys and any specific district destination within.

b. The PROVIDER shall respond to all telephone inquiries from their district toll-free number and (305) line with general information about their district destination and the Florida Keys.

c. The PROVIDER shall respond to all telephone inquiries for the benefit of Monroe County as a whole and not for the benefit of the PROVIDER, members of the PROVIDER and/or discriminate between chamber and non-chamber members where generic materials are provided by the TDC.

d. PROVIDER shall retrieve and record all information required by the software program displayed on the monitor which includes the name, address, zip code and telephone number (when provided) of the caller. (see EXHIBIT A)

e. PROVIDER shall provide live telephone service tailored to each chamber, as follows: 9:00 a.m. to 8:00 p.m., seven (7) days a week (closed Thanksgiving, Christmas, New Year's Day, Easter, Memorial Day, Fourth of July and Labor Day). Live operator, voice mail, answering machine or similar procedures will be provided to capture the required information during off hour operation.

f. All visitor-related collateral requests shall be entered into the TDC computer network system on a daily basis to be downloaded to the TDC mail fulfillment house. Only TDC approved collateral material will be used in the fulfillment of generic and district requests. This provision shall not preclude the PROVIDER from sending at their own cost any materials other than TDC approved materials.

g. The Visitor Information Service program is subject to review and periodic change by the Monroe County Tourist Development Council. Any significant change resulting in substantial costs and/or time in the scope of services requires the written and signed consent of both parties.

h. The toll-free numbered telephone lines for which the tourist development tax pays shall be used only for tourism-related purposes.

i. The PROVIDER shall provide Visitor Information Services to visitors walking into the facility during the regular working hours which are 9:00 a.m. to 5:00 p.m. Monday through Friday, 9:00 a.m. to 4:00 p.m. Saturday and 9:00 a.m. to 2:00 p.m. Sunday (closed Thanksgiving, Christmas, New Year's Day, Easter, Memorial Day, Fourth of July and Labor Day).

j. COUNTY shall provide the toll-free number phone lines and routing services to handle overflow or excessive calls required by this Agreement.

k. The COUNTY will provide all Visitor Information Services equipment and maintenance as determined by the TDC.

l. COMPENSATION: Compensation shall be paid, subject to availability of Tourist Development Tax Funds and approved as follows:

4. a. The COUNTY shall pay to the PROVIDER for services rendered in the amount of eighty thousand dollars ($80,000) per year.

b. The COUNTY shall pay to the PROVIDER for services rendered at the specified rate in twelve equal (12) monthly payments per year. Said payment shall occur upon the TDC Administrative Office verifying and certifying that the requirement and data as set forth within the agreement entered into by and between PROVIDER and the COUNTY have been fully performed. Periodic monitoring efforts shall be conducted by the TDC for the purposes of system review and compliance of agreement requirements. Monroe County's performance and obligation to pay under this contract, is contingent upon an annual appropriation by the BOCC.

5. GENERAL PROVISIONS: COUNTY shall indemnify and hold PROVIDER harmless from any suits, claims, damages, costs, or expenses arising in connection with false, defamatory, or otherwise objectionable advertising material, including material which invades the privacy of individuals, which advertising material has been suggested, ordered or approved by TDC. PROVIDER agrees to indemnify and hold harmless Monroe County against any claim of liability, losses and causes of action which may arise out of the fulfillment of the agreement. PROVIDER agrees to pay all claims and losses and shall defend all suits filed due to the negligent acts, errors or omissions of its employees and/or agents, including related court costs.

6. APPROVAL AND CHANGES: The TDC shall have the sole and exclusive right to approve or reject changes to the software program, format of questions required to be asked of callers, and other program requirements of the Visitor Information System, in which case the TDC's directions shall be immediately implemented. Periodic monitoring efforts shall be conducted by the TDC for the purposes of system review with feedback to PROVIDER to encourage improvement in the quality of service in conjunction with modifications to established standards and training tools made available by TDC to the PROVIDER.

7. RECORDS - ACCESS AND AUDITS: Separate and apart from the Provider's normal business records, the Provider shall maintain books, records and documents concerning the contracted services. These records shall be maintained in compliance with Generally Accepted Accounting Principles and such records must remain available for at least three (3) years after completion of this Contract. The Provider shall provide TDC/County access to any of the books, records or documents concerning the contracted services during regular business hours, upon reasonable notice. In the event such inspection by TDC/County reveals a substantial failure on the part of the Provider to carry out the contracted services, the TDC/County shall make a written demand upon the Provider to repay a reasonable amount of the funds received by the Provider for the unfulfilled contracted services. The TDC/County and Provider agree to attempt to resolve such exceptions/repayments in good faith.

8. TERMINATION: Either party shall have the right to cancel this Agreement at its sole discretion with or without cause upon one hundred and twenty (120) days prior written notice to the other party. PROVIDER shall deliver to the COUNTY all papers, equipment and other material related to the work performed under this contract upon termination thereof.

9. DISCLOSURE OF INTERESTS: The PROVIDER agrees that it has provided to the County prior to the execution of this Agreement written disclosure of any existing financial interest in the business of its suppliers or providers utilized in fulfillment of this Agreement, and shall disclose said interests as they may arise from time to time. Thirty days prior to contracting of any service ~~of contracting~~ the PROVIDER shall provide to County a copy of any contract with any entity to perform services which utilize, connect with, or derive from the services and information retrieval required under this agreement. The PROVIDER shall be required to list any or all potential conflicts or interest, as defined by Florida Statute 112 and Monroe County Code and shall disclose to the COUNTY 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 COUNTY and TDC.

10. LAWS AND REGULATIONS: It shall be understood and agreed that any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations.

11. TAXES: The COUNTY and TDC are exempt from Federal Excise and State of Florida Sales Tax. The COUNTY is not responsible for any taxes incurred by PROVIDER.

12. FINANCE CHARGES: The COUNTY and TDC will not be responsible for any finance charges.

13. FORCE MAJEURE: PROVIDER 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 PROVIDER has exercised reasonable care in the prevention thereof, and any such delay or failure shall not constitute a breach of this Agreement.

14. ASSIGNMENT: The PROVIDER shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, title or interest therein or information generated or collected in the performance of this agreement (other than responses to public information requests from any person or entity whether in or out of state), without prior written consent of the COUNTY and TDC.

15. COMPLIANCE WITH LAWS-NONDISCRIMINATION: The PROVIDER shall comply with all international, 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 international, federal , state, and local laws and ordinances.

16. INSURANCE: The PROVIDER shall maintain the following required insurance throughout the entire term of this contract and any extensions. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the PROVIDER to maintain the required insurance shall not extend any deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for PROVIDER's failure to maintain the required insurance.

The PROVIDER shall provide, to the County, as satisfactory evidence of the required insurance, either:

* Certificate of Insurance
  or
* A Certified copy of the actual insurance policy

The COUNTY, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

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.

The acceptance and/or approval of the PROVIDER's insurance shall not be construed as relieving the PROVIDER 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, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing from the COUNTY. Such requests shall be prepared from the COUNTY's form entitled "Request for Waiver of Insurance Requirements" and approved by Monroe County Risk Management.

A. Prior to the commencement of work governed by this contract the PROVIDER shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the PROVIDER shall obtain Employers' Liability Insurance with limits of not less than:

$100,000 Bodily Injury by Accident
$500,000 Bodily Injury by Disease
$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-V1, as assigned by the A.M. Best Company.

B. Prior to the commencement of work governed by this contract, the PROVIDER shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations and Contents
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

$1,000,000 Combined Single Limit (CSL)

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

$ 500,000 per person
$1,000,000 per Occurrence
$ 100,000 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.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

17. GOVERNING LAW/VENUE: This Agreement shall be governed and construed by and in accordance with the laws of the State of Florida and constitutes the entire agreement between the COUNTY and PROVIDER. Venue for any dispute shall be in Monroe County.

18. ENTIRE AGREEMENT AMENDMENT: This writing embodies the entire Agreement and understanding between the parties hereto, and there are not other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. In order to be effective any amendment to this Agreement shall be in writing recommended by the TDC and approved by the COUNTY and signed by both parties.

19. PROPERTY RIGHTS: The COUNTY shall own all equipment and materials supplied for the Visitor Information Services program including computer hardware and software. For the purposes of the public records act, all data entered into

the Monroe County Tourist Development Council's computer network system shall be COUNTY material.

20. SEVERABILITY: If any provisions of this Agreement shall be held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement, or the application of such provision other than those as to which it is invalid or unenforceable, shall not be affected thereby; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

21. AUTHORITY: Each of the signatories for the PROVIDER below certifies and warrants that:

a) The PROVIDER's name in the agreement is the full name as designated in its corporate charter, and b) they are empowered to act and contract for the contractor and c) this agreement has been approved by the PROVIDER's Board of Directors.

22. ETHICS CLAUSE: PROVIDER warrants that he/it has not employed retained or otherwise had act on his/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 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.

23. PUBLIC ENTITY CRIME STATEMENT: 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.

IN WITNESS WHEREOF, the parties hereto have executed this agreement 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: _____
President

KATJA SCHOLZ
My Comm Exp. 08/01/99
Bonded By Service Ins
No. CC605690
Personally Known [ ] Other I.D.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
SUZANNE A. HUTTON
DATE 3/26/98

Part II "Call"

May I have your...
Name
Company
Address
Zip Code

Ad Source (Customized for each district)

What kinds of information did caller request?

1. Hotels/Motels
2. B&Breakfast/Guesthouses
3. Vacation Rentals
4. Campgrounds/RV Parks
5. Deep Sea Fishing
6. Back Country Fishing
7. Diving
8. Snorkeling
9. Marinas
10. Sailing
11. Boat Rentals
12. Attractions
13. Restaurants
14. Weddings
15. Relocation
16. Coupon Book
17. End

Information on other Districts?

1. Key West
2. Lower Keys
3. Marathon
4. Islamorada
5. Key Largo
6. All Keys
7. End

How many people travelling?
What Month are they travelling?
1)Jan 2)Feb 3)March 4)April 5)May 6)June
7)July 8)Aug 9)Sept 10)Oct 11)Nov 12)Dec
13)Undecided
What number did you dial to reach us? (Customized for each district)

How will you be travelling to the Keys?

1. Commercial Airline
2. Private Plane
3. Automobile
4. Tour Bus
5. RV
6. Private Boat
7. Cruise Ship
8. Fly/Drive
9. Undecided

****** End of Screen******

EXHIBIT A
TIS SOFTWARE PROGRAM

Part I "Travel Agent Request"

May I have your...
Name
Company
Address
Zip Code

Ad Source (Customized for each district)

How Many Packets would you like?
Information on other Districts

1. Key West
2. Lower Keys
3. Marathon
4. Islamorada
5. Key Largo
6. All Keys
7. End

What Number they dialed to reach us? (Customized for each District)

****** END OF SCREEN******

May I have your...
Name
Company
Address
Zip Code

What kinds of information did caller request?

10. Hotels/Motels
11. B&Breakfast/Guesthouses
12. Vacation Rentals
13. Campgrounds/RV Parks
14. Deep Sea Fishing
15. Back Country Fishing
16. Diving
17. Snorkeling
18. Marinas

10. Sailing
11. Boat Rentals
12. Attractions
13. Restaurants
14. Weddings
15. Relocation
16. Coupon Book
17. End

Information on other Districts

8. Key West
9. Lower Keys
10. Marathon
11. Islamorada
12. Key Largo
13. All Keys
14. End

What Number they dialed to reach us? (Customized for each District)

****** End of Screen******

NAME
ADDRESS
ZIP CODE

What kinds of information did caller request?

19. Hotels/Motels
20. B&Breakfast/Guesthouses
21. Vacation Rentals
22. Campgrounds/RV Parks
23. Deep Sea Fishing
24. Back Country Fishing
25. Diving
26. Snorkeling
27. Marinas

10. Sailing
11. Boat Rentals
12. Attractions
13. Restaurants
14. Weddings
15. Relocation
16. Coupon Book
17. End

**** End of Screen***