BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: SEPTEMBER 15, 2004 Division: TDC

Bulk Item: Yes X No ___ Department: _____

AGENDA ITEM WORDING:
Approval of an Amendment to Agreement with Exclusive Sports Marketing, Inc. covering the Publix Family Fitness Weekend/Coca-Cola Triathlon Series.

ITEM BACKGROUND:
Due to Hurricane Charley the dates of the current Agreement need to be revised.

PREVIOUS REVELANT BOCC ACTION:
BOCC approved original Agreement at their meeting of March 17, 2004.

CONTRACT/AGREEMENT CHANGES:
Amendment to revise dates.

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: $20,000 **BUDGETED:** Yes X No ___

COST TO COUNTY: $20,000 **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 To Follow ___ Not Required ___

DISPOSITION: _____ **AGENDA ITEM #** D3

Revised 2/27/01

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Exclusive Sports Marketing, Inc.

Contract #_____

Effective Date: _____

Expiration Date: _____

Contract Purpose/Description:

Approval of an Amendment to Agreement with Exclusive Sports Marketing, Inc. covering the Publix Family Fitness Weekend/Coca-Cola Triathlon Series.

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

for BOCC meeting on 9/15/04 Agenda Deadline: 8/31/04

CONTRACT COSTS

Total Dollar Value of Contract: $ 20,000 Current Year Portion: $ _____

Budgeted? Yes ☒ No ☐ Account Codes: 121-71030-530340-T41S-167-X-530340

Grant: $ _____

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

____-____-____-____-____

ADDITIONAL COSTS

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

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

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	8/24/04	Yes ☐ No ☑	[signature]	8/24/04
Risk Management	8-25-04	Yes ☐ No ☑	[signature]	8-25-04
O.M.B./Purchasing	08/24/04	Yes ☐ No ☑	Sheila A. Baker	8/25/04
County Attorney	8/19/04	Yes ☐ No ☑	S.Hutton	8/19/04

Comments: _____

OMB Form Revised 2/27/01 MCP #2

AMENDMENT TO AGREEMENT

THIS ADDENDUM to agreement is made and entered into this ____ day of _____ 2004, between the County of Monroe and Exclusive Sports Marketing, Inc.

WHEREAS, there was an agreement entered into on March 17, 2004, between the parties, awarding $20,000 to Exclusive Sports Marketing, Inc. for the Publix Family Fitness Weekend/Coca-Cola Classic on August 13-15, 2004, and

WHEREAS, it has become necessary to revise dates of event due to the fact the event had to be postponed because of Hurricane Charley;

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

1. Paragraph I of the agreement will read as follows: The BOCC agrees to pay $20,000 (Twenty Thousand Dollars) for Publix Family Fitness Weekend/Coca-Cola Classic on August 27-29, 2004 from tourist development tax funds provided Event sponsor meets all of its obligations under this agreement.

2. The remaining provisions of the contract dated March 17, 2004 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.

Exclusive Sports Marketing, Inc.

_____
President

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY
COMMISSIONERS OF
MONROE COUNTY, FLORIDA

_____
Deputy Clerk

_____
Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 8/19/04

Wheeler-Harold

From: Steven J Tebon [tebon@exclusivesports.com]
Sent: Friday, August 13, 2004 8:17 AM
To: E-mail:
Subject: Key Largo Publix FFW - Charley say no go!!!!! Prayers and thoughts are with everyone in his path!

Attention Key Largo FFW Athletes:

Brought To

family fitness w

Due to Circumstances beyond our control, mainly Hurricane Charley, we are going to have to postpone the Key Largo weekend until the weekend of August 28th.

The schedule of events will be the same as the original schedule, If you are registered to race in any of our events of that weekend, you will be automatically transferred to the weekend of the 28th.

If you are unable to make the new date please email Linda Meyer at **Lmeyer@Exclusivesports.com** and she will be able to transfer you to either Miami Beach or Club Med. We Thank you in advance for your patience and understanding as we rearrange things for Mother Nature. ***To the Starting Line!***

Tropical Weather Update - Click here to keep up do date on Florida weather.

Upcoming Events:

Miami Beach
September 17 - Register Today!
Everyone describes Miami Beach in their own unique way. At any given time you can hear it being described

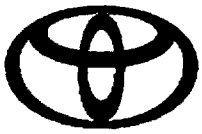
as a "party city", a quiet island, a fashion Mecca, a retirement community and more. Learn More>

Club Med - October 1 - Register Today!
You have sweated, sunned, ran, raced and enjoyed the Publix Family Fitness Weekend all summer long... Now head to a place that re-energizes everyone. This weekend is true family! Hey kids have you ever tried the trapeze? How about you mom and dad? There's water skiing, sailing, and nightly shows with more fun and motivation than Las Vegas!

***Super Bonus!** There are Exclusive and incredible rates at Sandpiper just for the athletes of The Publix Family Fitness Weekend! The rates are now $75 per adult per night and $60 per child per night for the nights of ***October 1-3** . Learn More>

As always, these rates are Total All-Inclusive - accommodations, meals, beer, wine, soft drinks, real drinks, sports, entertainment, the flying trapeze, the water-skiing, the kids clubs, etc, etc, etc.

The ***ONLY*** way to book these Exclusive rates is by calling Forrest Travel at 305-932-5560.



GET THE FEELING. TOYOTA.

Click Here To Unsubscribe

Turn Key Events Agreement

This AGREEMENT dated the 17th day of MARCH 2004, is entered into by and between the BOARD OF COUNTY COMMISSIONERS FOR MONROE COUNTY, hereinafter "County," on behalf of the TOURIST DEVELOPMENT COUNCIL, hereinafter "TDC" and Exclusive Sports Marketing, Inc., hereinafter "Exclusive Sports Marketing, Inc.".

WHEREAS, the BOCC finds it in the best interest of the County to promote tourism by entering into this agreement,

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

1. The BOCC agrees to pay $20,000 (Twenty Thousand Dollars) for Publix Family Fitness Weekend/Coca-Cola Classic on August 13-15, 2004 from tourist development tax funds provided Event sponsor meets all of its obligations under this agreement.

2. Scope of Services: Exclusive Sports Marketing, Inc. agrees to provide the County with an event as specified in the Scope of Services:

a). A 5K Run (3.1 mile run open to all athletes)
b). An Ocean Mile Swim (1 mile open water swim open to all athletes)
c). A Sprint Kids Duathlon (Run/Bike/Run open to kids ages 5-12 years old)
d). A Triathlon (Swim/Bike/Run open to athletes and teams 9 years and above)

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 print advertising, news releases, and the required insurance was obtained no less than twenty days prior to the event, BOCC shall pay $20,000.

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 Exclusive Sports Marketing, Inc. 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 November 15, 2004. **All invoices must be submitted prior to November 15, 2004.**

7. Non Occurrence of Event: Exclusive Sports Marketing, Inc. 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: Exclusive Sports Marketing, Inc. 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 Exclusive Sports Marketing, Inc.

9. Insurance Requirements: Exclusive Sports Marketing, Inc., as a pre-requisite of the Special Event governed by this agreement, shall obtain, at its own expense, insurance as specified in this section:

Exclusive Sports Marketing, Inc. 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. Exclusive Sports Marketing, Inc. 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 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. Exclusive Sports Marketing, Inc. 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 and Monroe County TDC is the Certificate Holder and additional insured for this event. Insurance should be mailed to:

Monroe County Board of County Commissioners
C/O Risk Management
1100 Simonton Street
Room 2-277
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 Exclusive Sports Marketing, Inc.'s insurance shall not be construed as relieving Exclusive Sports Marketing, Inc. 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.

Exclusive Sports Marketing, Inc. 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, Exclusive Sports Marketing, Inc. shall obtain General Liability Insurance Coverage that 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.

10. Permits: Exclusive Sports Marketing, Inc. 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 Exclusive Sports Marketing, Inc. 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 Exclusive Sports Marketing, Inc. 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: Exclusive Sports Marketing, Inc. shall be required to list any or all potential conflicts or interest, as defined by Florida Statute 112 and Monroe County Code. Exclusive Sports Marketing, Inc. 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: Exclusive Sports Marketing, Inc. 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: Exclusive Sports Marketing, Inc. 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: Exclusive Sports Marketing, Inc. agrees to provide adequate security for the event.

19. Ethics Clause: Exclusive Sports Marketing, Inc. 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. 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. **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.

21. 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.

22. 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.

23. 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".

24. Force Majeure: Exclusive Sports Marketing, Inc. shall not be liable for delay in performance or failure to produce the event in whole or in part due to the occurrence of any contingency beyond its control or the control, including war or act of war whether an actual declaration thereof is made or not, act of terrorism impacting travel in the United States, insurrection, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, storm, flood, drought or other act of God, act of nature (including presence of endangered animal species which cannot be timely removed in a safe manner) or any act of any governmental authority which prohibits the event to be produced, in full or in part, as described and which Exclusive Sports Marketing, Inc. has exercised reasonable care in the prevention thereof. Any delay or failure due to the causes stated shall not constitute a breach of the Agreement. Upon demand of TDC or BOCC, Exclusive Sports Marketing, Inc. 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.

25. Entire Agreement: The parties agree that the Agreement above constitutes the entire agreement between the BOCC and Exclusive Sports Marketing, Inc..

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

(SEAL)
Attest:

_____

Exclusive Sports Marketing, Inc.

By_____
President

(SEAL)
Attest: DANNY L. KOLHAGE, Clerk

By_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By_____
Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

_____
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 2/1/04

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®

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®

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®

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®

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®

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®

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®

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®

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®

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®

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

MCTG-3125 New Logo Slick LO1