

CULTURAL EVENT FUNDING AGREEMENT

THIS Agreement is made and entered into by and between Monroe County, Florida, a political subdivision of the State of Florida (County), and **Organization** (Event Contractor) on this _____ day of _____, 2026.

WHEREAS, Florida Keys Council of the Arts, the Umbrella organization under contract with the County, has recommended to the Monroe County Tourist Development Council (TDC), which has endorsed the recommendation, that certain monies be allocated for promotion of an event, which has as one of its main purposes the attraction of tourists, by Event Contractor; and

WHEREAS, the Umbrella organization recommends allocation of funds for the **Event Name** (Event) on **Event Date**.

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

1. Amount: County shall pay a sum not to exceed \$ _____ (_____ **Dollars** – TDC District **district** funding Allocation) effective **October 1, 2026** for promotion and related expenditures, as described in the event budget, attached hereto as Exhibit D, for production of the Event Name on Event Date. Of this amount, no more than 30% or \$ _____ shall be expended on advertising media placement and production costs line item attributable to in-county placement. **No amendments shall be made to the Budget as set forth in Exhibit D after approval of agreement.** Payment will be made only after Event Contractor submits invoices and supporting documentation, in accordance with generally accepted accounting principles, acceptable to the County Clerk. The general non-allocated section of an Umbrella event budget shall not exceed 15% of the total budget and 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 Board of County Commissioners.

2. Duties of Event Contractor: Event Contractor shall provide promotion and related services as described in the Schedule of Events, Exhibit C, attached hereto.

3. Invoicing: Event Contractor agrees to submit all invoices and supporting documentation as required by the County Clerk's rules and policies no later than **EXPIRATION DATE** unless the date of the event is amended upon written approval of the Cultural Umbrella and TDC Director. Event Contractor shall not be reimbursed nor will Event Contractor's vendors be paid directly for any invoices received by the County after **EXPIRATION DATE** unless the date of the event is amended upon written approval of the President/CEO, and the County shall not be obligated to pay for any services provided by Event Contractor under this agreement if documentation as noted above is not received on or before this reimbursement deadline date by the TDC administrative office. To be eligible for reimbursement, the request for reimbursement and supporting documents (checks, invoices, credit card statements, bank statements, etc.) must show that the items 10% were paid for directly by the same entity named on the agreement with the County. Direct payment requests will only be allowed to be submitted from vendors who are registered to do business in the State of Florida. For clarification on reimbursements, please refer to the reimbursement packet provided to you upon execution of your funding agreement.

Event Name:
Cultural Umbrella Funding FY 2027
Contract ID#:

4. Expiration of Agreement: This agreement expires on **EXPIRATION DATE** and the County shall not be obligated to pay for any services provided by Event Contractor under this agreement if documentation as noted above is not received on or before this reimbursement deadline date by the TDC administrative office, unless the date of the event is amended upon written approval of the President/CEO.

5. Reimbursement to County: Event Contractor 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 Contractor.

6. Media Rights: The TDC shall have the right under this agreement to broadcast or rebroadcast, for any purpose whatsoever, radio, television, sound, video or film production, and still photographs, paid by the TDC and County, and produced by the TDC agencies of record.

7. Indemnification and Hold Harmless: The Event Contractor covenants and agrees to indemnify and hold harmless and defend Monroe County, its officers, employees and agents including the TDC and 3406 North Roosevelt Boulevard Corporation d/b/a Visit Florida Keys 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 by Event Contractor, or other activities and funding associated with this agreement, except those losses or damages caused by the negligent or wrongful act or omission of County or its agents.

8. Non-Waiver of Immunity: Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the Event Contractor and the County in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

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

10. Claims and Venue: Event Contractor agrees to notify County immediately of any claims suits or action made against the Event Contractor that is related to the activity under this agreement and will cooperate with County in the investigation arising as a result of any action, suit or claim related to this agreement. Any legal proceedings arising out of this agreement shall be in accordance with the laws of the State of Florida in the 16th Judicial Circuit for Monroe County; venue shall be in Monroe County, Florida.

Event Name:
Cultural Umbrella Funding FY 2027
Contract ID#:

11. 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.

12. Governing Law/Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of the agreement, the County and Event Contractor agree that venue shall lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. This agreement shall not be subject to arbitration.

13. Accounting and Records: Event Contractor shall maintain records pursuant to generally accepted accounting principles for four (4) years after the event and shall permit County and its agents and employees access to said records at reasonable times.

14. Termination of Agreement: This agreement shall terminate on **EXPIRATION DATE**. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by the TDC administrative office providing written notice of termination delivered in person or by mail to Event Contractor. The Grantor may terminate this agreement without cause upon giving written notice of termination to Event Contractor. The Grantor shall not be obligated to pay for any services or goods provided by Event Contractor after Event Contractor has received written notice of termination.

County may terminate this agreement without cause by providing written notice via the TDC administrative office to Event Contractor, through its officer, agent or representative, no less than sixty (60) days prior to the event and may terminate for breach upon providing to Event Contractor, through its officer, agent or representative, written notice at least seven (7) days prior to the effective date of the termination. Notice is deemed received by Event Contractor when hand delivered, delivered by national courier with proof of delivery, or by U.S. mail upon verified receipt or upon the date of refusal or non-acceptance of delivery.

15. Public Entities 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.

16. Logo: **Logo Usage guidelines are attached to this agreement as Exhibit "B"**. All promotional literature and display advertising must display the "Florida Keys & Key West Come As You Are" logo/trademark **(as per attached logo sample – Exhibit B)**. This logo/trademark was adopted by the TDC and County in April, 2010.

Event Name:
Cultural Umbrella Funding FY 2027
Contract ID#:

17. Permits: The Event Contractor will secure all required permits, licenses and shall pay all appropriate business taxes.

18. Assignment: The Event Contractor 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 written consent of the County.

19. Modification: The event name, time and date of the event and schedule of activities may be amended upon written approval of the President/CEO. Any changes to said contract other than stated above require approval by the TDC and the County.

20. Non Occurrence of Event: The Event Contractor shall give written notice to the TDC if it is found necessary to cancel an event. The notice shall contain the reason for the cancellation. If the event does not take place for any reason under control of Event Contractor, then Event Contractor agrees to refund to the County any amounts already paid to them under this agreement and relieve the County from any further payments.

21. Laws and Regulations: Any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations.

22. Taxes: The County and TDC are exempt from Federal Excise and State of Florida Sales Tax, but this in no way exempts the Event Contractor from applicable Federal and State taxes.

23. Finance Charges: The County and TDC will not reimburse, pay or be responsible for any finance charges.

24. Relation of County/TDC: It is the intent of the parties hereto that the Event Contractor 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 County and TDC, and the County and TDC shall at no time be legally responsible for any negligence on the part of said Event Contractor, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm or corporation.

25. Disclosure: The Event Contractor shall be required to list any or all potential conflicts of interest, as defined by Florida Statutes Chapter 112 and Monroe County Code. The Event Contractor 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.

26. Compliance with Laws - Nondiscrimination: County and Event Contractor agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Event Contractor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1)

Event Name:
Cultural Umbrella Funding FY 2027
Contract ID#:

Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of disabilities; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

27. Security Protection: The Event Contractor agrees to provide adequate security for the event. No TDC funds will be used for this purpose.

28. Authority: Each of the signatories for the Event Contractor below certifies and warrants that: a) the Event Contractor's name in the agreement is the full name as designated in its corporate charter (if a corporation), and b) they are empowered to act and execute the agreement for the Event Contractor and c) this agreement has been approved by the Event Contractor's governing board or other appropriate authority.

29. Miscellaneous: As used herein, the terms "contract" and "agreement" shall be read interchangeably.

30. Breach and Penalties: The parties agree to full performance of the covenants contained in this agreement, and the County 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 Event Contractor.

31. Notice: Any notice required or permitted under this agreement shall be in writing and hand delivered, emailed or mailed, postage prepaid, to the other party by certified mail, returned receipt requested to the following:

For Event Contractor:

For Grantor: Maxine Pacini
Monroe County Tourist Development Council
1201 White Street, Suite 102
Key West, FL 33040

Event Name:
Cultural Umbrella Funding FY 2027
Contract ID#:

And

Christine Limbert-Barrows, Asst. County Attorney
P.O. Box 1026
Key West, FL 33041-1026

32. Force Majeure: The Event Contractor 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 Event Contractor has exercised reasonable care in the prevention or mitigation of damages and delay, any such delay or failure shall not constitute a breach of the agreement. Upon demand of TDC or County, the Event Contractor must furnish evidence of the causes of such delay or failure. County shall not pay for any services or activities, promotional or otherwise, connected with an event produced after the date(s) described in paragraph 1.

33. COUNTY FORMS: By signing this Agreement, GRANTEE has sworn or affirmed to the following requirements as set forth in the Ethics Statement and Non-Collusion Affidavit as set forth in more detail in this Agreement.

- a) Ethics Clause: By signing this Agreement, the GRANTEE warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in 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 County officer or employee.
- b) Non Collusion Affidavit: GRANTEE by signing this Agreement, according to law on my oath, and under penalty of perjury, depose and say that the person signing on behalf of the firm of GRANTEE, the bidder making the Proposal for the project described in the Scope of Work and that I executed the said proposal with full authority to do so; 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; 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 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; 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.

Event Name:
Cultural Umbrella Funding FY 2027
Contract ID#:

- c) Affidavit Attesting to Noncoercive Conduct for Labor or Services: Grantee under penalty of perjury attests that Grantee does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Grantee, I certify under penalties of perjury that Grantee does not use coercion for labor or services in accordance with Section 787.06. Additionally, Grantee has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

34. Entire Agreement: The parties agree that the agreement above constitutes the entire agreement between the County and Event Contractor.

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

(SEAL)
Attest: Kevin Madok, Clerk

Board of County Commissioners
of Monroe County

As Deputy Clerk

Mayor/Chairman

Organization Name

By _____
President

Print Name

Date: _____

AND TWO WITNESSES

(1) _____

Print Name: _____

Date: _____

(2) _____

Print Name: _____

Date: _____

Acceptable Event Marketing Expenses for Cultural Events

Within the Cultural Umbrella events funding category, the allocation received by the Event Contractor is to be spent on the list of items that have been approved. Only the TDC expenses listed below may be included in the proposed budget. The following are the only acceptable expenses:

Media Placement & Production Costs: Newspapers and magazines (inserts will also be considered), radio and TV. The TDC will pay for the following digital advertising on websites, website links, pre-roll video, banners, mobile, social media promoted posts, and email blasts. Digital advertising links may go to the event website. The TDC Logo must be placed on all print, TV, websites, social media promoted posts, pre-roll video, banners and email blasts. Radio advertising does not require the logo but all radio announcements must say "Brought to you by the Monroe County Tourist Development Council". No payment will be made for development or operations (hosting) of websites. No more than 30% of the Media Placement and Production Costs line item shall be expended on advertising media costs attributable to in-county placement.

Promotional Signs: Posters and banners (hanging and displayed outdoors).

Promotional Items: T-shirts and hats, reusable totes and reusable drawstring bags*.

***Sales/Resale of TDC funded items:** Items funded, including creative and resulting work product, by the BOCC/TDC, in accordance with Florida Public Records Law, are owned by the BOCC/TDC and as such may not be sold.

Direct Mail Promotions: Brochures/postcards and pamphlets including postage and shipping. This is a direct mail promotional brochure, postcard or pamphlet utilized for pre-event advertising.

Programs/Play Bills: TDC will pay up to fifty percent (50%) of the cost of production and printing of an event program/play bills showing scheduled activities and information on the event as outlined in contract budget. TDC will pay up to fifty percent (50%) of the production only (no click through cost) for digital programs showing scheduled activities and information as outlined in the contract and contract budget. TDC will pay for print or digital programs, but not both.

Public Relations (PR): Print and electronic public relations materials for distribution to media, such as, but not limited to, press releases, public service announcements, photography and videography as approved by the public relations agency of record. Only permissible PR material produced by the TDC agency of record and/or a professional public relations agency shall be acceptable.

In-House Production: In-house production of any permissible expenditure will not be considered for reimbursement.

Event Marketing Reimbursement: TDC will only consider reimbursement of permissible marketing expenditures that highlight the special event versus the regular programming of a business, organization or the facility.

Amendments to Contract Budgets: No amendments to the line item budget will be permitted after the contract has been reviewed and approved.

Event Name:
Cultural Umbrella Funding FY 2027
Contract ID#:

Logo/Acknowledgement Usage Guidelines For Cultural Events

Color ads four (4) color processing printing

Black & white ads shall include the Florida Keys and Key West logo in high resolution

Use on all printed material as listed under the Acceptable Event Marketing Expenses list

TV: logo must appear at the conclusion of commercial

Permissible Promotional Items: must carry the "The Florida Keys & Key West" Out-of-County logo

Radio Advertising: No logo is required. All radio announcements must say "Brought to you by the Monroe County Tourist Development Council"

In-County Logo

The logo below indicating the "Monroe County Tourist Development Council" designation is to be utilized on in-county print newspaper and magazine ads, brochures, postcards, pamphlets, programs, posters, banners (hanging and displayed outdoors) and digital advertising on websites, website links, pre-roll video, banners, mobile and email blasts. Radio commercials should include "Brought to you by The Monroe County Tourist Development Council". Electronic Logos can be downloaded from

<https://drive.google.com/drive/folders/1Bnqlpzzr-CPAEnOLNDs9-NCapI7A9IEAT>



Out-of-County Logo

The logo below that does NOT include the "Monroe County Tourist Development Council" designation is to be utilized in out-of-county newspapers and magazines, brochures, postcards, pamphlets, programs, posters and digital advertising on websites, website links, pre-roll video, social media promoted posts, banners, mobile and email blasts. Radio commercials should include "Brought to you by The Monroe County Tourist Development Council". Electronic Logos can be downloaded from

<https://drive.google.com/drive/folders/1Bnqlpzzr-CPAEnOLNDs9-NCapI7A9IEAT>



Event Name:

Cultural Umbrella Funding FY 2027

Contract ID#:

Schedule of events to be inserted

SAMPLE

Event Name:
Cultural Umbrella Funding FY 2027
Contract ID#:

EXHIBIT D

CULTURAL UMBRELLA EVENT BUDGET - FISCAL YEAR 2027

APPLICANT IS ADVISED PRIOR TO COMPLETING THIS BUDGET TO REFER TO THE FUNDING APPLICATION SHOWING THE ALLOWABLE MARKETING EXPENSES THAT WILL BE CONSIDERED FOR REIMBURSEMENT

THERE WILL BE NO AMENDMENTS TO THIS BUDGET {EXHIBIT D} AFTER BOCC APPROVAL OF AGREEMENT

EVENT NAME

*MEDIA PLACEMENT & PRODUCTION COST: (Only 30% of this line item may be spent on in-county advertising)	\$
PROMOTIONAL SIGNS:	\$
PROMOTIONAL ITEMS:	\$
DIRECT MAIL PROMOTIONS:	\$
PROGRAMS/PLAY BILLS:	\$
PUBLIC RELATIONS:	\$
**GENERAL NON-ALLOCATED: (Funds applied to Media Placement & Production Cost may only be applied to out-of-county advertising)	\$
<u>TOTAL</u>	\$

\$_____ of the total funding allocation will be spent and submitted for reimbursement prior to September 30, 2027.

\$_____ of the funding allocation will be rolled into the FY 2028 budget and will be eligible to be submitted for reimbursement after September 30, 2027.

*No more than 30% of the Media Placement and Production Costs line item shall be expended on advertising media costs attributable to in-county placement (see Exhibit A of Application).

**The General Non-Allocated line item should not exceed 15% of the total funding allocation, and may only be utilized for acceptable event marketing expenses (see Exhibit A of application).

TDC will only consider reimbursement of permissible marketing expenditures that highlight the special event versus the regular programming of a business, organization or the facility.

Event Name:
Cultural Umbrella Funding FY 2027
Contract ID#: