

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: FEBRUARY 20, 2008

Division: TDC

Bulk Item: Yes No

Department: _____

Staff Contact Person/Phone #: Maxine Pacini
296-1552

AGENDA ITEM WORDING:

Approval is requested to advertise TDC FY 2009 Destination/TurnKey Event RFP

ITEM BACKGROUND:

TDC approved same at their meeting of January 29, 2008

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: _____ \$ _____

BUDGETED: Yes No

COST TO COUNTY: _____ \$ _____

SOURCE OF FUNDS: TDC

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

APPROVED BY: County Atty OMB/Purchasing N/A Risk Management

DOCUMENTATION: Included Not Required _____

DISPOSITION: _____

AGENDA ITEM # _____

NOTICE OF REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN TO PROSPECTIVE PROPOSERS that no later than 5:00 P.M. on **Thursday, July, 31, 2008** the Monroe County Purchasing Office will receive sealed Proposals for the following:

**DESTINATION/TURNKEY EVENT FUNDING
FOR EVENTS TAKING PLACE BETWEEN
JANUARY 1, 2009 THROUGH DECEMBER 31, 2009
RFP-TDC-_____/PUR**

Requirements for submission and the selection criteria may be requested from DemandStar by Onvia at www.demandstar.com OR <http://www.co.monroeCounty-fl.gov/pages/msd/Proposals.htm> or call toll-free at 1-800-711-1712. The Public Record is available at the Purchasing Office located at the Gato Building, 1100 Simonton Street, Key West, FL 33040. Technical questions should be directed, in writing, to the Administrative Office of the Tourist Development Council, (305) 296-1552. Any addenda to this Request for Proposals (RFP) shall be distributed to vendors on the list of Demandstar distributees for this RFP.

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

**Monroe County Purchasing Office
1100 Simonton Street, Room 1-213
Key West, FL 33040
Phone: (305) 292-4464
Fax: (305) 292-4465**

All Proposals must be received by the County Purchasing Office before 5:00 P.M. on Thursday, July 31, 2008 Any Proposals received after this date and time will be automatically rejected. Materials may be delivered by Certified Mail, Return Receipt Requested, hand-delivered or couriered. Faxed or e-mailed Proposals will be automatically rejected. Hand delivered Proposals may request a receipt. If sent by mail or by courier, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated above. Proposers should be aware that certain "express mail" services will not guarantee specific time delivery to Key West, Florida. It is the sole responsibility of each Proposer to ensure their Proposal is received in a timely fashion.

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

All proposals must remain valid for a period of ninety (90) days from the date of the deadline for submission stated above. The Board will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of General Management Services, State of Florida, under Sec. 287.133(3)(d), Florida Statute (1997). Monroe County declares that all or portions of the documents and work papers and other forms of deliverables pursuant to this request shall be subject to reuse by the County.

The Board reserves the right to reject any and all Proposals, to waive informalities in any or all Proposals, to re-advertise for Proposals; and to separately accept or reject any item or items and to award and/or negotiate a contract in the best interest of the County.

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

Dated at Key West this ____ day of _____ 2008.

Monroe County Purchasing Department
Monroe County Tourist Development Destination/TurnKey Event Application FY 2008

EVENT FUNDING APPLICATION

REQUEST FOR PROPOSAL

MONROE COUNTY TOURIST DEVELOPMENT COUNCIL

Commissioner Mario Di Gennaro

Mr. Todd Firm

Mr. Lou Hernandez

Ms. Rita Irwin

Mr. Jay Marzella

Mayor Morgan McPherson

Mr. James Rhyne

Mr. Freddy Varela

Mr. Douglas Wright

Marketing Director

Harold Wheeler

INQUIRIES AND CORRESPONDENCE:

All questions pertaining to this solicitation should be directed to:

Administrative Office

Monroe County Tourist Development Council

P.O. Box 866

Key West, Florida 33040

Tel: (305) 296-1552

Fax: (305) 296-0788

All proposals submitted in response to this solicitation should be addressed to and received no later than 5:00 p.m. (Close of business day) July 31, 2008

Purchasing

Monroe County, Florida

1100 Simonton Street, 1st Floor, Room 213

Key West, Florida 33040

Attention: DESTINATION/TURN KEY EVENT APPLICATION

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EVENT APPLICATIONS
(Destination, Turnkey)

Destination and Turnkey Events:

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OVERVIEW AND INSTRUCTIONS

1) Proposal Schedule

(Contact Administrative Office for updated information)

(TDC/DAC Review/Evaluation meeting dates subject to change)

Issue of Request for Proposals	MAY 1, 2008
Workshop for Event Applicants	JUNE 3 & 4, 2008
Application Deadline	JULY 31, 2008
DAC Review/Evaluation of Applications	SEPTEMBER 2 & 3, 2008
TDC Review/Evaluation of Applications	SEPTEMBER 23, 2008
BOCC Approval	AFTER OCTOBER 2008

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

- a) Destination Events (Advertising and Public Relations Funding Only): (BOCC 2/16/05)

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

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

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

The TDC agencies of record and contacts are:

ADVERTISING

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

PUBLIC RELATIONS

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

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

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

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

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

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

A grant award, if made, will be to the most responsive and most qualified proposer(s) which the BOCC, upon recommendation by the DAC and TDC, deems to be in the best interest of the County utilizing the Criteria for Evaluation. The successful proposer(s) shall enter into an Event Contract with the BOCC. The TDC and County reserve the right to negotiate the terms of any contract resulting from this RFP. (A sample of the contract(s) may be found on pages 24-39). The BOCC reserves the right to allocate funds to one or more, or none of the proposers.

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

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

6) All information furnished or disclosed as part of the RFP process is considered a public record by the laws of the State of Florida.

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

Addenda will be issued no later than ten (10) calendar days prior to the submission date for proposals, except in the case of an addendum postponing the submission date of the proposals or withdrawing the RFP. It is the responsibility of the proposer to contact the Administrative Office of the TDC at its telephone number (305) 296-1552 prior to submitting a proposal to ascertain whether or not any addenda have been issued and to ensure that all such addenda have been received.

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

8) The Application form, pages 8 – 21 of this package and attachments required by page 22 shall be fully completed. All forms requiring signatures shall be executed. These documents shall comprise the proposal. Do not include pages 1 through 7 in your submission. The proposer shall submit to the office stated in the Notice of Calling for Proposals two (2) signed originals plus, for each separate District from which funding is requested, twelve (12) copies of the complete proposal in a sealed envelope, marked clearly on the outside: "Sealed Proposal for Destination/Turn Key Event Funding."

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

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

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

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

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

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

9) The draft contract included in this RFP can be adapted to the requirements of a specific event. Acceptance of the final contract shall not occur until the BOCC has approved the contract and it is executed by both parties.

10) Ethics Clause: Grantee warrants that he has not employed, retained or otherwise had act on his 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 Grantor 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. The County and Grantee 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 Grantee 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.

(a) Covenant of No Interest. County and Grantee covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

(b) Code of Ethics. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

11) 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 an Agreement to provide any goods or services to a public entity, may not submit a bid on a Agreement 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, sub-contractor, or consultant under a Agreement 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.

Monroe County Tourist Development Council
Application of Destination/Turnkey Event Funding
January 1, 2009 through December 31, 2009

Please submit (a) two (2) originals and (b) twelve (12) copies for each separate District indicated below of the completed application form (pages 8-21) as per the instructions found on pages 4 – 7.

TITLE OF EVENT: _____

VENUE: (Location/City): _____

DATE(S) OF EVENT: _____

Category of Event (check one)

DESTINATION EVENT

TURN KEY EVENT

INDICATE THE DISTRICT(S) FROM WHICH YOU ARE REQUESTING FUNDS and THE DOLLAR AMOUNT

\$

District I (encompasses the city limits of Key West)

\$

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

\$

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

\$

District IV (between the Long Key Bridge and Mile marker 90.939)

\$

District V (from Mile Marker 90.940 to the Dade/Monroe County line and any mainland portions of Monroe County)

TOTAL AMOUNT REQUESTED (Total Districts I-V) _____

I. APPLICANT ORGANIZATION:

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

FICTITIOUS NAME IF USED: _____

ADDRESS: _____

TELEPHONE NUMBER: (Daytime) () _____

FAX NUMBER: () _____

E-MAIL ADDRESS: _____

YEAR LEGALLY ESTABLISHED _____

FEDERAL I.D. #/E.I.N. #: _____

SUMMARIZE ORGANIZATION HISTORY

INDICATE FOR PROFIT OR NOT FOR PROFIT STATUS:

HAS THIS EVENT BEEN PRODUCED IN THE PAST AND WHEN?

DID THE SAME ORGANIZATION PRODUCE IT?

B. CONTACT PERSON:

ADDRESS:

TELEPHONE NUMBER: (Daytime)

()

FAX NUMBER:

()

E-MAIL ADDRESS:

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

Name

Title

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

Name

Qualifications

Capabilities

<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

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

<u>Source of funding</u>	<u>Amount Requested</u>	<u>Amount Received</u>	<u>Year</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

EXHIBIT A

- II. CRITERIA FOR EVALUATION (applications not scoring 36 points and above will not be considered for funding). Points are listed at each segment for ease of scoring by reviewers. Scoring will be as follows:**
1 - unacceptable 2 - below average 3 - average 4 - above average 5 - excellent

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

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

DISTRICT I (encompasses the city limits of Key West)

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

1 2 3 4 5

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

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

1 2 3 4 5

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

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

1 2 3 4 5

DISTRICT IV (between the Long Key Bridge and Mile Marker 90.939)

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

1 2 3 4 5

DISTRICT V (from Mile Marker 90.940 to the Dade/Monroe County line and any mainland portions of Monroe County)

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

1 2 3 4 5

EXHIBIT D

III. FINANCIAL INFORMATION:

A. REVENUE BUDGET

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

	CASH REVENUE
Admissions (if applicable)	\$ _____
Contracted Services Revenue	\$ _____
Corporate Contributions	\$ _____
Foundation Grants	\$ _____
Private/Individual Contributions	\$ _____
Other Private Support	\$ _____
_____	\$ _____
_____	\$ _____
Government Support:	
Federal _____	\$ _____
State _____	\$ _____
Local _____	\$ _____
other than this request for funds	
Other Revenue (Itemize):	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Applicant cash on hand	\$ _____
TOTAL APPLICANT CASH REVENUE	\$ _____
GRANT AMOUNT REQUESTED	\$ _____
TOTAL CASH REVENUES	\$ _____

PLEASE NOTE:

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

1 2 3 4 5

EXHIBIT F

IV. EXPENDITURE BUDGET:

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

	COLUMN 1	COLUMN 2
	Cash Expenses	Portion of TDC funds request intended to be allocated
Administrative Expenses		
Personnel - in house	\$ _____	\$ <u>non permissible expenditure</u>
Personnel - contracted	\$ _____	\$ <u>non permissible expenditure</u>
_____	\$ _____	\$ <u>non permissible expenditure</u>
_____	\$ _____	\$ <u>non permissible expenditure</u>
Technical/Production Expenses		
Personnel - in house	\$ _____	\$ _____
Personnel - contracted	\$ _____	\$ _____
Space Rental		
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
Travel		
_____	\$ _____	\$ _____
Marketing & Promotion		
Advertising	\$ _____	\$ _____
Design & Printing	\$ _____	\$ _____
Postage & Mailing	\$ _____	\$ _____
Other (specify)	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
Remaining Project Expenses (Itemize)		
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
TOTAL TDC FUNDS REQUESTED		\$ _____
TOTAL CASH EXPENSES.....		\$ _____

B. Number of people anticipated to attend the event:

	<u>Participants</u>	<u>Spectators</u>
Monroe County Residents	_____	_____
Out of County, Florida	_____	_____
Out of State	_____	_____
Foreign	_____	_____
TOTAL	_____	_____

1 2 3 4 5

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

1 2 3 4 5

VI. VALUE OF NATIONAL MEDIA EXPOSURE OR NEW EVENT:

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

1 2 3 4 5

OR

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

1 2 3 4 5

Criteria for Evaluation:

Scoring will be considered under the following criteria:

1 - unacceptable 2 - below average 3 - average 4 - above average 5 - excellent

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

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

A. Submit a detailed action plan including appropriate permit(s) if applicable as to how parking/security/road closures and trash will be handled during your event. The plan should include information as follows:

1. If your event will require road closures, enclose a copy of the approval by the appropriate County/municipal entity.

2. Describe how your marketing plan will accommodate parking and transportation as it relates to your event:

3. How will your event staff and organization handle security?

4. How will your organization handle trash removal?

VIII.

NON-COLLUSION AFFIDAVIT
and
VERIFICATION

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

1) I am _____, the proposer making the proposal for the project described as follows:

2) The prices in this proposal 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 proposer or with any competitor:

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

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

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

VERIFICATION

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

President's Name Typed

President's Signature

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

My commission expires:

Notary Public

State of _____

DRUG FREE WORKPLACE FORM

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

(Name of Business)

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notifies the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Proposer's Signature

Date

IX. REQUIRED ATTACHMENTS:

- 1) Organization's total budget and financial statement, compilation, review or audit for the last completed fiscal year. (Section III Exhibit D).**
- 2) Organization's budget and income/expense report for the last event. (Section IV Exhibit F).**

**CRITERIA FOR EVALUATION
SUMMARY SHEET**

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

SCORE

I.	A.	TIME OF EVENT (EXHIBIT A)	_____
	B.	COMMITMENT TO THE EXPANSION OF OFF SEASON TOURISM IN MONROE COUNTY (EXHIBIT B)	
	C.	SOUNDNESS OF PROPOSED PROJECT	_____
	a.	Detailed marketing plan (EXHIBIT C)	_____
II.		FINANCIAL INFORMATION	
	A.	REVENUE BUDGET	
	1)	(EXHIBIT D)	_____
	2)	List of contributors (EXHIBIT E)	_____
	3)	List of in-kind contributors (EXHIBIT E)	_____
III.		EXPENDITURE BUDGET	
	1)	List cash expense (EXHIBIT F)	_____
	2)	State how the organization plans to spend TDC funds (EXHIBIT F)	_____
IV.		QUALITY AND UNIQUENESS OF PROPOSED EVENT:	
	a)	Extent to which the activity is unique to Monroe County/or District	_____
	b)	Number of tourists anticipated to attend event	_____
	c)	How the anticipated number of persons was determined	_____
V.		VALUE OF NATIONAL MEDIA EXPOSURE OR NEW EVENT	
OR	a)	detailed history of media exposure for last event	A. _____
	b)	Anticipate value of new event to tourism & source of information	B. _____
		TOTAL SCORE	_____

(SAMPLE)
Destination Events Agreement

THIS AGREEMENT (Agreement) is entered into this _____ day of _____, 20____ by and between MONROE COUNTY, a political subdivision of the state of Florida (County) and _____ a (insert *for profit/not for profit* _____ organized and operating under the laws of the state of _____ (Sponsor).

WITNESSETH:

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. The County agrees to pay up to \$_____ (_____ Dollars) for **(Name and date of event)** from tourist development tax funds (See Exhibit A). No more than 10% of the total advertising and promotional costs paid under this agreement shall be attributable to in-County advertising and promotion.
2. Scope of Services: The **(insert name of event sponsor)** Sponsor agrees to provide the County with an event as specified below:
 3. All advertising and public relations services or supervision of advertising and public relations will be provided through the contracted agencies of the Tourist Development Council (TDC) and County. The agencies of record shall receive payment for work in progress upon submission of documented invoices associated with the event.
4. Payment: Any payments directly to the **(insert name of event sponsor)** or vendors associated with said event shall be as follows:

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

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

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the County. Only acceptable expenses listed in the Monroe County Tourist Development Council Operations Manual shall be paid.
5. Accounting: Financial records of the Sponsor pertaining to this project shall be kept according to generally recognized accounting principles and shall be available to the County or to an authorized representative for audit.

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

7. 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 **(insert name of event sponsor)**.

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

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

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

10. Indemnification and Hold Harmless: The **(insert name of event sponsor)** covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the services provided, event sponsored, or other activities and funding associated with this agreement, except those losses or damages caused by County or its agents.

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

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

- * Original certificate of Insurance
or
- * Certified copy of the actual insurance policy

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

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

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

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

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

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

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

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

The minimum limits acceptable shall be:

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

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

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

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

alcoholic beverages, the Contractor's General Liability Insurance policy shall include Liquor Liability with limits equal to those of the basic coverage.

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

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

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

14. Finance Charges: The County and TDC shall not be responsible for any finance charges.

15. Relation of County/TDC: It is the intent of the parties hereto that the **(insert name of event sponsor)** shall be legally considered as an independent Event Sponsor and that neither it nor its employees shall, under any circumstances, be considered employees, 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 Sponsor, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

16. Disclosure: The **(insert name of event sponsor)** shall be required to list any or all potential conflicts or interest, as defined by Florida Statute 112 and Monroe County Code. The **(insert name of event sponsor)** shall disclose to the 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.

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

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

19. Force Majeure: The **(insert name of event sponsor)** shall not be liable for delay in performance or failure to perform in whole or in part, the services due to the occurrence of any contingency beyond its control or the control of any of its subcontractors or suppliers, including labor dispute, strike, labor shortage, war or act of war whether an actual declaration thereof if made or not, insurrection, sabotage, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, accident, fire, explosion, storm, flood, drought or other act of God, act of any governmental authority, jurisdictional action, or insufficient supply

of fuel, electricity, or materials or supplies, or technical failure where the **(insert name of event sponsor)** has exercised reasonable care in the prevention 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 **(insert name of event sponsor)** 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 and Scope of Services.

20. 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 Sponsor 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.

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

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

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

24. Logo: All promotional literature and display advertising with the exception of generic advertising must display the "Florida Keys & Key West Come As You Are" logo/trade mark **(as per attached logo sample)**. This logo/trade mark was adopted by the TDC and County in December 2006.

In-County Logo: The logo that includes the "Monroe County Tourist Development Council" designation is to be utilized in all approved in-County print newspaper ads, magazine ads, street banners, posters and other approved signage efforts. Radio commercials should include "Brought to you by The Monroe County Tourist Development Council". To seek approval, clarification and/or logo in electronic format (eps or jpg file), contact Emerson Fales or John Underwood with Tinsley Advertising at 305-856-6060.

Out of County Logo: The out of County logo does NOT include the "Monroe County Tourist Development Council" designation and is to be utilized in all other efforts including any approved out-of-County print newspaper ads, magazine ads, television commercials, internet advertising (banners, buttons, e-mail blasts), direct mail promotions (brochures and pamphlets) and any approved promotional items including programs, T-shirts, hats, jackets, trophies and koozie cups. Radio commercials should include "Brought to you by The Monroe

County Tourist Development Council". To seek approval, clarification and/or logo in electronic format (eps or jpg file), contact Emerson Fales or John Underwood at Tinsley Advertising at 305-856-6060.

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

26. Authority: Each of the signatories for the sponsor below certifies and warrants that:

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

27. Ethics Clause: The **(insert name of event sponsor)** warrants that it has not employed, retained or otherwise had act on its behalf, any former County office or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

28. Public Entity Crimes: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for period of 36 months from the date of being placed on the convicted vendor list."

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

For Grantee:

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

And

Cynthia Hall, Asst. County Attorney
P.O. Box 1026
Key West, FL 33041-1026

30. Entire Agreement: The parties agree that the Agreement above constitutes the entire agreement between the County and **(insert name of event sponsor)**. Except as provided in Paragraph 6 of this Agreement, this Agreement can never be amended, except in a writing signed by both parties hereto.

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

(SEAL)
Attest: Danny L. Kolhage, Clerk

Board of County Commissioners
of Monroe County

Deputy Clerk

Mayor/Chairman

(CORPORATE SEAL)
Attest:

Organization

By _____
Secretary

By _____
President

Print Name

Print Name

Date: _____

Date: _____

OR TWO WITNESSES

(1) _____

(2) _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

In-County Logo

The
Florida Keys
& Key West
..... come as you are®
MONROE COUNTY TOURIST DEVELOPMENT COUNCIL

Out-of-County Logo

The
Florida Keys
& Key West
..... come as you are®

EXHIBIT "A"

MONROE COUNTY TOURIST DEVELOPMENT COUNCIL DESTINATION EVENT BUDGET BUDGET BREAKDOWN

Line items listed below must be approved by the appropriate agency of record

EVENT NAME: _____

MEDIA PLACEMENT & PRODUCTION COSTS:

newspaper, radio, magazines, TV, website/internet advertising only	\$
PROMOTIONAL SIGNS: posters/banners	\$
PROMOTIONAL ITEMS: t-shirts, hats, jackets, koozie cups	
DIRECT MAIL PROMOTIONS: brochures/pamphlets/postage & shipping	\$
PROGRAMS:	\$
PUBLIC RELATIONS:	\$
*GENERAL NON-ALLOCATED	\$ _____
TOTAL	\$ _____

*GENERAL NON ALLOCATED MAY NOT EXCEED 15% OF THE ABOVE BUDGET AND CAN ONLY BE UTILIZED FOR ACCEPTABLE TDC ITEMS AS APPROVED BY THE ADVERTISING AND PUBLIC RELATIONS AGENCY OF RECORD.

ACTUAL EXPENDITURES MAY DEVIATE NO MORE THAN 10% FROM THE BUDGETED LINE ITEMS NOTED ABOVE.

(SAMPLE)

Turn Key Events Agreement

THIS AGREEMENT (Agreement) is entered into this _____ day of _____, 20___, by and between MONROE COUNTY, a political subdivision of the state of Florida (County) and _____ a (form of business entity) organized under the laws of the state of _____ (Event Sponsor).

WITNESSETH:

In consideration of the mutual covenants contained herein the parties agree as follows:

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

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

3. Payment: Upon receipt from Event Sponsor of documentation, reviewed and verified by the Tourist Development Council (TDC) Administrative Office, proving that event has been produced and promoted through marketing literature, advertising program/publication ads, television coverage (to be aired within ninety (90) days from completion of event if indicated in scope of services), publicity and on-site advertising, and that the required insurance was obtained no less than twenty days prior to the event, County shall pay the sum in Paragraph 1.

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

4. Accounting: Financial records of Sponsor pertaining to this project shall be kept according to generally recognized accounting principles and shall be available to the County 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 County.

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

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

documentation of the reason for cancellation and 3) person authorized to cancel including title and stated affiliation.

8. Indemnification and Hold Harmless: **(insert name of event sponsor)** agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of the event sponsored by **(insert name of event sponsor)**

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

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

- * Original Certificate of Insurance
- or
- * Certified copy of the actual insurance policy

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

**Monroe County Board of County Commissioners
C/O Risk Management
1100 Simonton Street
Room 1-213
Key West, FL 33040**

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

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

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

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

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

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

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

The minimum limits acceptable shall be:

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

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

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

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

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

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

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

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

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

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

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

15. Disclosure: The **(insert name of event sponsor)** shall be required to list any or all potential conflicts or interest, as defined by Florida Statute 112 and Monroe County Code. The **(insert name of event sponsor)** shall disclose to the 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.

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

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

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

19. Ethics Clause: The **(insert name of event sponsor)** warrants that it has not employed, retained or other wise had act on its behalf, any former County office or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

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

21. **Logo:** All promotional literature and display advertising with the exception of generic advertising must display the "Florida Keys & Key West Come As You Are" logo/trade mark (**as per attached logo sample**). This logo/trade mark was adopted by the TDC and County in December 2006.

In-County Logo: The logo that includes the "Monroe County Tourist Development Council" designation is to be utilized in all approved in-County print newspaper ads, magazine ads, street banners, posters and other approved signage efforts. Radio commercials should include "Brought to you by The Monroe County Tourist Development Council". To seek approval, clarification and/or logo in electronic format (eps or jpg file), contact Emerson Fales or John Underwood with Tinsley Advertising at 305-856-6060.

Out of County Logo: The out of County logo does **NOT** include the "Monroe County Tourist Development Council" designation and is to be utilized in all other efforts including any approved out-of-County print newspaper ads, magazine ads, television commercials, internet advertising (banners, buttons, e-mail blasts), direct mail promotions (brochures and pamphlets) and any approved promotional items including programs, T-shirts, hats, jackets, trophies and koozie cups. Radio commercials should include "Brought to you by The Monroe County Tourist Development Council". To seek approval, clarification and/or logo in electronic format (eps or jpg file), contact Emerson Fales or John Underwood at Tinsley Advertising at 305-856-6060.

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

23. **Authority:** Each of the signatories for the sponsor below certifies and warrants that:

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

24. **Public Entity Crimes:** "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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". By execution of this Agreement, Sponsor warrants that it is in compliance with this requirement.

25. 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 Sponsor 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.

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

For Grantee:

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

And

Cynthia Hall, Asst. County Attorney
P.O. Box 1026
Key West, FL 33041-1026

27. Entire Agreement: The parties agree that the Agreement above constitutes the entire agreement between the County and (**insert name of event sponsor**). Except as provided in Paragraph 7 of this Agreement, this Agreement can never be amended, except in a writing signed by both parties hereto.

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

(SEAL)
Attest: Danny L. Kolhage, Clerk

Board of County Commissioners
of Monroe County

Deputy Clerk
(CORPORATE SEAL)
Attest:
By _____
Secretary

Mayor/Chairman
Organization
By _____
President

Print Name
Date: _____

Print Name
Date: _____

OR TWO WITNESSES

(1) _____

(2) _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

In-County Logo

The
Florida Keys
& Key West
..... come as you are®
MONROE COUNTY TOURIST DEVELOPMENT COUNCIL

Out-of-County Logo

The
Florida Keys
& Key West
..... come as you are®