

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY			
Contract with:	<u>Marathon Chamber of Commerce</u>	Contract # _____	
		Effective Date:	<u>10/1/06</u>
		Expiration Date:	<u>9/30/07 of Amendment Only</u>
Contract Purpose/Description: <u>Approval is requested to amend agreement with Marathon Chamber of Commerce to revise scope of services and compensation.</u>			
Contract Manager:	<u>Maxine Pacini</u> (Name)	<u>3523</u> (Ext.)	<u>TDC # 3</u> (Department/Stop #)
for BOCC meeting on	<u>3/21/07</u>	Agenda Deadline	<u>3/6/07</u>

CONTRACT COSTS	
Total Dollar Value of Contract: \$	<u>129,082</u> Current Year Portion: \$ _____
Budgeted? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Account Codes : <u>119-79010-530340-T79V241X-530340</u>
Grant: \$ _____	
County Match: \$ _____	_____ - _____ - _____ - _____
	_____ - _____ - _____ - _____
ADDITIONAL COSTS	
Estimated Ongoing Costs: \$ _____/yr	For: _____
(Not included in dollar value above)	(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW				
	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>2/22/07</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>Paula Whaley</u>	<u>2/22/07</u>
Risk Management	<u>2/22/07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slemons</u>	<u>2-22-07</u>
O.M.B./Purchasing	<u>2/21/07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>F.P.</u>	<u>2/21/07</u>
County Attorney	<u>2/22/07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S.Grimley</u>	<u>2/22/07</u>
Comments: _____				

AMENDMENT (1st AMENDMENT) TO AGREEMENT

THIS AMENDMENT to agreement dated the _____ day of _____ 2007, is entered into by and between Monroe County, Florida, a political subdivision of the state of Florida ("County"), and the **Marathon Chamber of Commerce**, a Florida non-profit corporation ("Provider").

WHEREAS, there was a contract entered into on July 19, 2006 between the parties, awarding \$120,000 to Marathon Chamber of Commerce for Visitor Information Services; and

WHEREAS, the District III Advisory Committee and Tourist Development Council recommend an addition to the scope of services in the Agreement and an increase in compensation for the scope of services for the period of February 15, 2007 through to September 30, 2007; and

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

1. Paragraph 2 of the original Agreement shall be revised to add the following paragraph to the scope of services:

Scope of Services for the months of February 15, 2007 through to September 30, 2007:

r. For the time period of **February 15, 2007 to September 30, 2007**, Provider shall have a chamber representative available to greet, assist and gather visitor profile data from those visitors arriving and departing on commercial airline carriers at the Florida Keys Marathon Airport. Representative shall be available to provide service seven (7) days a week (Sunday through Saturday); thirty minutes prior to planes arrival and one hour after arrival, and one hour prior to departure of planes; with the exception of arrivals or departures after 5:00 p.m.

2. Compensation addressed in paragraph a. below replaces paragraph 3.a of the original agreement:

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

- a. The County shall pay to the Provider for services rendered the amount of \$120,000.00 (One Hundred and Twenty Thousand Dollars) per year for scope of services outlined in paragraph 2 a through q. Compensation shall be reviewed prior to the option of two (2) year extension being exercised. Amount shall be paid in twelve equal (12) monthly payments per year pursuant to the Florida Local Government Prompt Payment Act upon receipt of a proper invoice. The County shall pay to the Provider for services rendered the amount of \$9,082 (Nine Thousand and Eighty Two Dollars) for the time period of February 15, 2007 through to September 30, 2007 for scope of services outlined in paragraph 2 r. The amount of \$500.00 (five hundred dollars) shall be paid for the month of February 2007 and an amount of \$1,226.00 (one thousand, two hundred and twenty six dollars) shall be paid in seven equal (7) monthly payments for the period of March 1,

2007 through to September 30, 2007 pursuant to the Florida Local Government Prompt Payment Act upon receipt of a proper invoice. The payment shall occur after TDC's administrative office verifies and certifies that the requirements and data as set forth within the agreement entered into by and between Provider and the County have been fully performed. Payment under this agreement is contingent upon annual appropriation by the County.

- 3. In the event commercial airline service ceases to be provided to and from the Marathon Airport, the services provided in Paragraph 2r shall cease and the compensation for those services shall be terminated. If such services are terminated, the Provider shall be compensated for any portion of a month for which services were rendered on a pro rata basis.
- 4. The remaining provisions of the contract dated July 19, 2006 remain in full force and effect.

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

(SEAL)
Attest: Danny L. Kolhage, Clerk

Board of County Commissioners
of Monroe County

Deputy Clerk

Mayor/Chairman

(CORPORATE SEAL)
Attest:

Marathon Chamber of Commerce

By _____
Secretary

By Starie Kidwell
President

Print Name

Starie Kidwell
Print Name

OR TWO WITNESSES

(1) _____

(2) _____

(1) _____
Print Name

(2) _____
Print Name

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

Susan M. Grimsley
SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
Date 2-22-07

AGREEMENT FOR
VISITOR INFORMATION SERVICES

THIS AGREEMENT ("Agreement") is entered into this 19th day of July, 2006, by and between Monroe County, Florida, a political subdivision of the state of Florida ("County"), and the Marathon Chamber of Commerce, a Florida non-profit corporation ("Provider").

WITNESSETH:

WHEREAS, Provider is uniquely qualified to provide Visitor Information Services ("VIS") to answer potential visitor inquiries and to promote tourism; and

WHEREAS, Provider has been furnishing Visitor Information Services to County for thirteen years; and

WHEREAS, County and Provider currently have a contractual arrangement for services through September 30, 2006; and

WHEREAS, the Tourist Development Council ("TDC"), an advisory board to County's Board of County Commissioners ("BOCC") has recommended to County that a new contract for Visitor Information Services be entered into with Provider; and

WHEREAS, County desires to enter into this Agreement for Visitor Information Services with Provider;

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

1. **TERM:** The term of this Agreement is for a period of three years beginning October 1, 2006 and expiring on September 30, 2009. The Agreement may be extended for a period of two years by agreement of the parties.

2. **SCOPE OF SERVICES:** The Provider shall, pursuant to this Agreement, provide Visitor Information Services as described herein:

a. The Provider shall respond to all telephone inquiries from generic and district toll free number(s), and from its (305) line(s) with information about the Florida Keys and any specified district destination.

b. The Provider shall retrieve and record all information from callers or e-mail inquiries resulting in mail fulfillment required by the VIS software program, which includes the name, address and zip code of the caller. The Provider shall request all callers and e-mail inquirers complete the TDC Visitor Inquiry Survey. Provider shall verbally survey consenting callers on a list of questions provided by the TDC and shall record the visitor responses in the VIS software, according to Exhibit A attached hereto. The TDC

may request that Provider refer e-mail inquiries to a web survey in its return correspondence via web link provided by the TDC.

- c. Provider shall respond to all e-mail (Internet) inquiries for fulfillment requests and interact with potential visitors requests for destination information.
- d. Provider shall give the TDC official website address www.fla-keys.com as the first response for destination web site information and shall introduce the official TDC website to all caller and e-mail inquiries as a source for further information on the destination. This provision shall not preclude provider from introducing its own web site as a secondary source of information.
- e. Provider shall respond to all telephone and Internet inquiries for the benefit of Monroe County as a whole and not for the benefit of Provider or its members. Provider shall not discriminate between chamber and non-chamber members in its responses where generic/district materials are provided by the TDC to Provider.
- f. Provider may make referrals to lodging accommodations; however, it shall do so only pursuant to a system that provides fair and equitable distribution of referrals to all entities in Provider's district which collect and remit to the County the tourist development tax, with no preferential treatment for any entity having a business relationship with the referral service of Provider. Further, such referral service system shall require the referral service Provider, for itself and any sub-contractor, whether the Chamber of Commerce or a contractor thereof, to have and maintain the following:
 - (i) a binding agreement to hold harmless and indemnify the County from any claims of liability, loses and causes of action which may arise out of or as a result of the referrals;
 - (ii) general liability insurance with a minimum of \$1 million coverage which includes Monroe County as a named insured; and
 - (iii) a written policy outlining the system the Provider utilizes to ensure fair and equitable distribution of referrals. The policy shall be provided to County upon request.
- g. All visitor-related collateral requests shall be entered into the TDC VIS system on a daily basis by Provider to be downloaded by the TDC. Provider may produce collateral material for its district and provide mail fulfillment of said material internally or by subcontract. This provision shall not preclude the Provider from downloading visitor data entered by Provider into the TDC VIS system to create or maintain visitor mailing lists.
- h. Provider is prohibited from distributing visitor name and address information recorded from visitor collateral requests to third parties without the express verbal or written consent of the visitors. Provider shall provide to the TDC administrative office a distribution list of those parties receiving visitor names and addresses with the monthly reimbursement request. Provider shall at all times comply with the Telecommunications Act, relevant Postal Regulations or other regulations regarding

third party mail distribution. The TDC VIS software program will provide a recording mechanism which Provider may use to designate visitors who have affirmatively indicated a desire to receive collateral material from a third party. The Provider shall have and maintain a binding agreement to hold harmless and indemnify the County from any claims of liability, identity theft, bodily harm, loss of life, losses and causes of action which may arise out of or as a result of the distribution of visitor information by the Provider to a third party. This provision shall not preclude the distribution of district collateral material by a firm subcontracted by the Provider as outlined in paragraph 2.h. of this contract.

- i. The provider shall provide live telephone and Internet service, the minimum of which shall be as follows: 9:00 a.m. to 5:00 p.m. Monday to Sunday. The Provider may be closed on New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Even and Christmas Day. Sub-contracted live operator(s), voicemail, answering machine or similar procedures will be provided to capture required information during off hour operation.
- j. The Provider shall provide Visitor Information Services to visitors walking into the facility during the regular working hours of 9:00 a.m. to 5:00 p.m. Monday to Sunday. The Provider may be closed on New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Even and Christmas Day.
- k. Provider may cease fulfillment of service minimum as outlined in items *i* and *j* in this contract following an official ordered evacuation of Monroe County residents in its district without penalty or loss of compensation by the County. Further, in the event of a tropical storm warning or hurricane warning to Monroe County, Provider may at its discretion adjust its hours of operation to ensure the safety of its staff and facility without penalty or loss of compensation by the County. In the event of closure due to weather events as outlined above, Provider shall not be required to resume contractual service minimum until such a time as:
 - i. tropical storm and/or hurricane warnings for its district have been lifted
 - ii. resident evacuation orders for its district have been lifted
 - iii. Provider has determined its facility has adequate resources (such as power) and is by its determination sufficiently safe to resume its operations.

Subcontracted live operator(s), voicemail, answering machine or similar procedures shall be furnished by Provider to capture required information in the event of unforeseen and unscheduled closing of its operations. This procedure shall be able to function independent of primary power to operation location for a minimum of 60 hours.

Providers who are able to remain operational when weather events force closure of other providers shall upon request service calls re-routed by TDC.

- l. The Provider shall provide fast Internet access to the TDC web site and TDC VIS software web application for all staff members fulfilling Visitor Information Service program requirements as outlined in this contract. The Provider shall be responsible for the provision and proper maintenance of computer equipment and Internet connections utilized by the staff members to access the Internet in fulfillment of Visitor Information Services requirements. The TDC shall be responsible for the provision and proper maintenance of the VIS software.
- m. The Visitor Information Service program is subject to review and periodic change by the Monroe County Tourist Development Council. Any significant change resulting in substantial costs and/or time in the scope of services requires the written and signed consent of both parties as an amendment to this Agreement.
- n. The toll-free numbered telephone lines for which the tourist development tax pays shall be used only for tourism-related business purposes.
- o. County shall provide the toll-free number phone lines and routing services to handle the required by this Agreement.
- p. County shall provide e-mail access from the TDC website directly to the Chambers of Commerce.
- q. Provider shall distribute to all Chambers of Commerce in Monroe County and to the TDC, at a mutually agreed upon time and frequency, a list of the most frequently asked questions by visitors about its district and the recommended tourism operator responses. The TDC may also furnish to the Provider a list of visitors' frequent generic destination questions and the recommended tourism operator responses. (See EXHIBIT B for an example list) Provider is required to review any such documents that are received from other Providers or from the TDC. Provider shall disseminate the information to staff for training purposes.

3. **COMPENSATION:** Compensation shall be paid, subject to availability of Tourist Development Tax Funds and approval as follows:

- a. The County shall pay to the Provider for services rendered the amount of \$120,000.00 (One Hundred and Twenty Thousand Dollars) per year. Compensation shall be reviewed prior to the option of two (2) year extension being exercised. Amount shall be paid in twelve equal (12) monthly payments per year pursuant to the Florida Local Government Prompt Payment Act upon receipt of a proper invoice. The payment shall occur after TDC's administrative office verifies and certifies that the requirements and data as set forth within the agreement entered into by and between Provider and the County have been fully performed. Payment under this agreement is contingent upon annual appropriation by the County.
- b. If the option to extend the contract for an additional two years is exercised by the parties, the annual contract amount may be adjusted in accordance with the

percentage change in the Consumer Price Index (CPI) for Wage Earners and Clerical Workers in the Miami, Florida area, from January through December 31 of the previous year.

- c. Periodic monitoring efforts shall be conducted by the TDC for the purposes of system review and compliance of agreement requirements. Monroe County's performance and obligation to pay under this contract, is contingent upon an annual appropriation by the BOCC.

4. **INDEMNIFICATION:** Except as allowed by law, and subject to the provisions of Florida Statute Section 768.28, County shall indemnify and hold Provider harmless from any suits, claims, damages, costs, or expenses arising in connection with furnishing false, defamatory, or otherwise objectionable advertising material, including material which invades the privacy of individuals, which advertising material has been suggested, ordered or approved by TDC.

Provider 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 services provided or not provided by Provider or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Provider or its Subcontractors in any tier, their employees, or agents.

In the event that the service is delayed or suspended as a result of the Provider's failure to purchase or maintain the required insurance, the Provider shall indemnify the County from any and all increased expenses or lost revenue resulting from such delay. The first ten dollars (\$10.00) of remuneration paid to the Provider is for the indemnification provided for above. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement. The provisions of this section shall survive the expiration or earlier termination of this agreement.

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

6. **RECORDS - ACCESS AND AUDITS:** Separate and apart from the Provider's normal business records, the Provider shall maintain books, records and documents concerning the contracted services. These records shall be maintained in compliance with generally accepted accounting principles and such records must remain available for at least five (5) years after completion of this Contract. The Provider shall provide TDC/County access to any of the books, records or documents concerning the contracted services during regular business hours, upon reasonable notice. In the event such inspection by

TDC/County reveals a substantial failure on the part of the Provider to carry out the contracted services, the TDC/County shall make a written demand upon the Provider to repay a reasonable amount of the funds received by the Provider for the unfulfilled contracted services. The TDC/County and Provider agree to attempt to resolve such exceptions/repayments in good faith. In addition, these records are subject to disclosure pursuant to Chapter 119 of the Florida Statutes. Provider shall cooperate with County in furnishing these records if requested.

7. **TERMINATION:** Either party shall have the right to cancel this Agreement at its sole discretion with or without cause upon one hundred and twenty (120) days prior written notice to the other party. Upon any termination including the natural termination of this Agreement, Provider shall deliver to the County all papers, software, equipment and other material related to the work performed under this contract.

8. **DISCLOSURE OF INTERESTS:** The Provider agrees that it has provided to the County prior to the execution of this Agreement written disclosure of any existing financial interest in the business of its suppliers or Provider's subcontractor's utilized in fulfillment of this Agreement, and shall disclose said interests as they may arise from time to time. The Provider shall be required to list any or all potential conflicts or interest, as defined by Florida Statutes Chapter 112 and Monroe County Code and shall disclose to the County and TDC all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may conflict with the interest of the County and TDC.

9. **LAWS AND REGULATIONS:** Provider shall comply fully with all Local, State and Federal laws and regulations, including state and local licensing laws and ordinances.

10. **TAXES:** The County and TDC are exempt from Federal Excise and State of Florida Sales Tax. The County is not responsible for any taxes incurred by Provider.

11. **FINANCE CHARGES:** The County and TDC will not be responsible for any finance charges.

12. **FORCE MAJEURE:** Provider shall not be liable for delay in performance or failure to perform, in whole or in part, the services due to the occurrence of any contingency beyond its control or the control of any of its subcontractors or suppliers, including labor dispute, strike, labor shortage, war or act of war, whether an actual declaration thereof is made or not, insurrection, sabotage, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, accident, fire, explosion, storm, flood, drought or other act of God, act of any governmental authority, jurisdictional action, or insufficient supply of fuel, electricity, or materials or supplies, or technical failure where Provider has exercised reasonable care in the prevention thereof, and any such delay or failure shall not constitute a breach of this Agreement.

13. **ASSIGNMENT:** The Provider shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, title or interest therein or information generated or collected in the performance of this agreement (other than

responses to public information requests from any person or entity whether in or out of state), without prior written consent of the County and TDC.

14. COMPLIANCE WITH LAWS-NONDISCRIMINATION: The Provider shall comply with all international, federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, age, or national origin in the performance of work under this Agreement. This Agreement shall be subject to all international, federal, state, and local laws and ordinances concerning discrimination.

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

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

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

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

All Insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer. The acceptance and/or approval of the Provider's insurance shall not be construed as relieving the Provider from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation. Any deviations from these General Insurance Requirements must be requested in writing from the County. Such requests shall be prepared from the County's form entitled "Request for Waiver of Insurance Requirements" and approved by Monroe County Risk Management.

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

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

- \$100,000 Bodily Injury by Accident
- \$500,000 Bodily Injury by Disease, policy limits
- \$100,000 Bodily Injury by Disease, each employee

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

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

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

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

The minimum limits acceptable shall be:

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

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

\$ 500,000 per person

\$1,000,000 per Occurrence

\$ 100,000 Property Damage

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

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

16. **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 Provider 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.

The County and Provider agree that, in the event of conflicting interpretation of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceedings.

17. **ENTIRE AGREEMENT:** This writing embodies the entire Agreement and understanding between the parties hereto, and there are not other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded. In order to be effective, any amendment to this Agreement shall be in writing, approved by the Board of County Commissioners of Monroe County, and executed by both parties.

18. **PROPERTY RIGHTS:** The County shall own all equipment and materials supplied for the Visitor Information Services program including computer hardware and software. For the purposes of the public records act, all data entered into the Monroe County Tourist Development Council's computer network system shall be County material.

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

20. **NOTICE:** Any notice required or permitted under this Agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY

Executive Director, TDC
1201 White Street, Suite 102
Key West, FL 33040

AND

Monroe County Attorney
PO Box 1026
Key West, FL 33041

FOR PROVIDER

President
Marathon Chamber of Commerce
12222 Overseas Highway
Marathon, FL 33050

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

- a) The Provider's name in the Agreement is the full name as designated in its corporate charter.
- b) They are empowered to act and contract for the Provider.
- c) This Agreement has been approved by the Provider's Board of Directors.

22. **ETHICS CLAUSE:** Provider warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this contract without liability and may also, at its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

23. **PUBLIC ENTITY CRIME STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be

awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By execution of this document, Provider states that it is not disqualified by the statement above.


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

(SEAL)

Attest: Danny L. Kolhage, Clerk


Deputy Clerk

Board of County Commissioners
of Monroe County


Mayor/Chairman

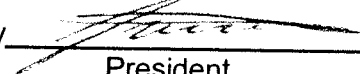
(CORPORATE SEAL)

Attest:

Marathon Chamber of Commerce

By _____
Secretary

Print Name

By 
President

JOSHUA MOTHERER
Print Name

OR

(1) Witness

Print Name

(2) Witness

Print Name

Exhibit A
***(Example)**

Mail Fulfillment Required Data

- Name
- Business Name (if Travel Agent or Business Address)
- Street Address
- Zip Code
- City
- State or Province
- County (if non U.S.)

Visitor Information Survey

- What kinds of activities are you interested in?
 - a. Fishing Offshore
 - b. Fishing Back Country
 - c. Diving
 - d. Snorkeling
 - e. Marinas
 - f. Sailing
 - g. Boat Rentals
 - h. Attractions
 - i. Dining/Entertainment
 - j. Weddings/Honeymoons
 - k. Real Estate/Relocation
 - l. Coupon Book
 - m. Guided/Nature Tours
 - n. Water Sports
 - o. Special Events
 - p. Fishing Tournament
- What kinds of accommodations are you interested in?
 - a. Hotels/Motels
 - b. B&Bs/Guesthouses
 - c. Vacation Rentals
 - d. Campground/R.V. Parks
- Are you a travel agent or consumer?
- What month are you planning to travel to the Florida Keys?
- How are will you be traveling?
 - a. Commercial Airline
 - b. Private Plane
 - c. Automobile
 - d. Tour bus
 - e. RV
 - h. Private Boat
 - g. Cruise ship
 - h. Fly/Drive
 - i. Undecided
- How long will you stay?
- How many people will be in your travel party? Children under 17?
- What number did you dial to reach us today?
- Do you recall seeing any advertising for the Florida Keys and Key West in the past 3 months? Generic type and specific source.
- Would you like a brochure?

***Example – questions may be modified without amendment to Agreement**

Exhibit B
***(Example)**
Generic Destination
Frequently Asked Visitor Questions & Appropriate Responses

Q.1. How long does it take to see the entire Florida Keys?

A.1. About one to two weeks

Q.2. How can I get to the Florida Keys?

A.2. The Florida Keys are directly accessible by plane, via our two airports Marathon and Key West, car, bus, ferry and Cruise Ship. You can also travel to nearby destinations in Florida via train, plane, bus, etc. and continue on to the Keys through a rented car, shuttle service, ferry or bus.

Q.3. Is there a web site where I can find more information on the Florida Keys?

A.3. Yes, www.fla-keys.com.

Q.4. How long does it take to get to the Keys? All times and distance are to Upper Keys. Add one hour to times for Middle Keys and two hours to times for Lower Keys.

A.4. City, State	Miles	Kilometers	Driving Time
Miami, FL	50	80	1 hour
Ft. Myers, FL	200	320	4 hours
Tampa, FL	300	480	6 hours
Orlando, FL	280	450	6 hours
Gainesville, FL	380	610	8 hours
Tallahassee, FL	530	850	10 hours
Jacksonville, FL	490	780	10 hours
Savannah, GA	530	850	11 hours
Macon, GA	630	1,010	13 hours
Charleston, SC	630	1,010	13 hours
Atlanta, GA	700	1,120	14 hours
Pensacola, FL	720	1,150	14 hours
Montgomery, AL	740	1,200	15 hours
Birmingham, AL	860	1,370	17 hours
Charlotte, NC	884	1,400	18 hours
New Orleans, LA	910	1,500	18 hours
Louisville, KY	1,140	1,824	23 hours

Q.5. Do you know of any special deals or bargains?

A.5. If you know of any special deals or bargains from accommodations please provide to the caller, else state: Special deals or bargains can generally be found in our off-season. Accommodations prices generally begin reducing during the early summer months and are lowest generally during the fall. However, special events or holidays can affect prices.

- Q.6. I've heard there is a hurricane/tropical storm headed for the Florida Keys, how can I get more information?
- A.6. You can visit the official Florida Keys and Key West website, www.fla-keys.com, for information such as any storm warnings affecting the Florida Keys, answers to frequently asked questions about hurricanes and other tips for visitor safety. You can also tune into the Weather Channel for the Tropical update at 50 minutes past the hour.
- Q.7. Do you have any Gay friendly accommodations?
- A.7. All of the Florida Keys are Gay friendly. The Destination Guide can provide you with a list of accommodations designated as Gay Friendly in your district. Also, offer to send caller a copy of the Destination Guide.
- Q.8. What types of accommodations do you have?
- Q.8. Provide caller with categories of accommodation types available in your area, such as Hotels, Motels, Bed and Breakfasts, Guest Houses, RV parks, Campgrounds. Also use descriptive terms of accommodations in your area where appropriate. For example, large chain hotels to Mom & Pop type hotels, quaint B&Bs and guest houses, waterfront RV parks & campgrounds, etc.
- Q.9. What types of restaurants do you have?
- Q.9. Highlight unique dining experiences of the Florida Keys and Key West, such as local seafood or conch-fusion cuisine, while also providing caller with some general restaurant types available in your area. Examples of restaurant types include: Fine dining, family style, pubs, diners, fast food, ethnic, seafood, vegetarian, cafeteria style, cafes, chain, fast food, etc. Also use descriptive terms for restaurants in your area where appropriate. For example, "We have many wonderful dining choices including restaurants specializing in our famous local cuisine which infuses Cuban, Bohemian and American specialties, fresh local seafood, fine-dining, family-style and casual restaurants."

In addition, Operators should be able to provide information appropriate to their area for the following questions:

- Q.10. Is there any nightlife available?
- Q.11. What type of family activities are there?
- Q.12. Where can I (snorkel, dive, fish, swim, sail, visit the reef)?
- Q.13. Do you have any special events going on?
- Q.14. Are there any pet friendly accommodations?

***Example – questions may be modified without amendment to Agreement**