



MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

**CONTRACT SUMMARY**

Contract with: Red Barn Actors' Studio, Inc. Contract # \_\_\_\_\_  
 Effective Date: 10/1/06  
 Expiration Date: 12/31/07

Contract Purpose/Description:  
Approval of an Amendment to Agreement with Red Barn Actors' Studio, Inc. to revise Exhibit A – Schedule of events.

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

for BOCC meeting on 4/18/07 Agenda Deadline 4/3/07

**CONTRACT COSTS**

Total Dollar Value of Contract: \$ 21,000 Current Year Portion: \$ \_\_\_\_\_  
 Budgeted? Yes  No  Account Codes : 115-75011-530340-T75C-020-X-530410  
 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>3/8/07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>3/13/07</u>
Risk Management	<u>3/20/07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>3/20/07</u>
O.M.B./Purchasing	<u>3/10/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>3/12/07</u>
County Attorney	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>S.Grimmsley</u>	_____

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**AMENDMENT (1st AMENDMENT) TO AGREEMENT**

THIS AMENDMENT to agreement (Amendment) dated the \_\_\_\_\_ day of \_\_\_\_\_ 2007, is entered into by and between the Board of County Commissioners for Monroe County, on behalf of the Tourist Development Council, and **Red Barn Actors Studio, Inc.**

WHEREAS, there was an agreement (Agreement) entered into on October 18, 2006 between the parties, awarding \$21,000 for the production of the Red Barn Theatre/Live Theatre between October 1, 2006 and September 30, 2007; and

WHEREAS, it has become necessary to revise the schedule of shows that are outlined in Exhibit A to the agreement;

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

1. Exhibit A shall be revised and attached hereto.
2. The remaining provisions of the Agreement dated October 18, 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

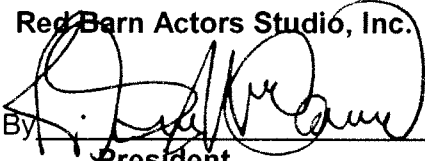
\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Mayor/Chairman

(CORPORATE SEAL)  
Attest:

**Red Barn Actors Studio, Inc.**

By: \_\_\_\_\_  
Secretary

By:   
President

\_\_\_\_\_  
Print Name

R. Gary McDonald  
Print Name

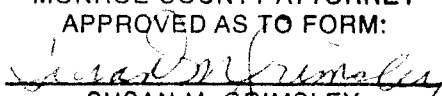
**OR TWO WITNESSES**

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(1) \_\_\_\_\_  
Print Name

(2) \_\_\_\_\_  
Print Name

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
  
SUSAN M. GRIMSLEY  
ASSISTANT COUNTY ATTORNEY  
Date 3-5-07

## **REVISED EXHIBIT A**

### MONROE COUNTY TOURIST DEVELOPMENT COUNCIL CULTURAL UMBRELLA SCHEDULE OF EVENTS

FISCAL YEAR 2007

EVENT NAME: Red Barn Theatre

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List scheduled event activities in date order. If pre-promotion is included, indicate the event dates of the next season. If funded, funds will be reimbursed only for the promotion of event activities listed here.

#### **2006-07 SEASON**

**Subscription Show #1 December 19, 2006 - January 20, 2007 Incorruptible by Michael Hollinger Directed by J. Barry Lewis**

**Sub Show #2 January 30-March 3, 2007 Five Course Love Book, Music and Lyrics by Gregg Coffin Directed By Moritz von Stuelpnagel**

**Sub Show #3 February 11-26, Sunday/Monday Series Directed by Carole MacCartee The Exonerated Written by Jessica Blank and Erik Jensen**

**Sub Show #4 March 13-April 7, 2007 Opus by Michael Hollinger Directed by Joy Hawkins**

**Sub show #5 April 17- May 26, 2007 Bat Boy: The Musical Story & Book by Keythe Farley & Brian Fleming Music & Lyrics by Laurence O'Keefe Directed by Rich Simone.**

**The Garbage People—an interactive children's musical by Kyle Caskey—matinees in January, March, April and May**

February 28, 2007

To: Maxine Pacini, Monroe County Tourist Development Council  
From: Monica Haskell, Cultural Umbrella Administrator  
Re: 2006/07 Cultural Umbrella - Exhibit A Revision  
Red Barn Actors Studio, Inc. - Red Barn Theatre/Live Theatre

The attached revision of "Exhibit A – Schedule of Events" for the Red Barn Theatre is accepted by the Cultural Umbrella. Please incorporate into their contract.

## FUNDING AGREEMENT

THIS AGREEMENT is made and entered into by and between the Board of County Commissioners of Monroe County, Florida, a political subdivision of the state of Florida, ("County") and **Red Barn Actors' Studio, Inc.**, a Florida corporation ("Event Sponsor").

WHEREAS, the umbrella organization under contract to the County has recommended to the Monroe County Tourist Development Council ("TDC"), which has endorsed the recommendation, that certain monies be allocated for promotion of an event by Event Sponsor;

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

1. Amount: County shall pay a sum not to exceed **\$21,000** (Twenty One Thousand Dollars) for promotion and related expenditures, as described in the event budget, effective October 1, 2006, attached hereto as Exhibit B, for production of the **Red Barn Theatre/Live Theatre between October 1, 2006 and September 30, 2007**. Payment will be made only after Event Sponsor submits invoices and support documentation acceptable to the County's Finance Department. The advertising and promotion budget using County funding may be altered as to the individual line items, or components, within 10% of the amount stated for that item or component, without increasing the total dollar amount and without requiring a written amendment to this agreement. The general non-allocated section of an Umbrella event budget may be utilized for unforeseen permissible expenditures and for those budget lines that may require additional funds. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the County.
2. Duties of Event Sponsor: Event Sponsor shall provide promotion and related services as described in the Sponsor's application for funding, Exhibit A, attached hereto. All advertising and public relations services or supervision of advertising and public relations will be provided through the contracted agencies of the TDC and County.
3. Invoicing: The contracted agencies of record shall receive payment of work in progress upon submission of documented invoices associated with the event. Event sponsor fully understands that funding is obtained from tourist development taxes for which the fiscal year ends September 30, 2007. Event sponsor also understands that the funding process through which this contract was made available by County requires event sponsors to submit their payment requests as quickly as possible and to finalize all such requests before the end of the fiscal year, if at all possible. In order for the tourist development taxes to be utilized most effectively for the purpose for which they were authorized, attracting and promoting tourism, the budgeting process of the County requires the event's funding to be concluded in a timely manner. In recognition that the timeliness of payment requests is of extreme importance to the funding of future advertising and promotion for the stability of the tourist-based economy, Event Sponsor agrees to submit by September 30, 2007, all invoices and support documentation as required by the County's Finance Department rules and policies. Event Sponsor shall not be reimbursed nor will Event Sponsor's vendors be paid directly for any invoices received by the County after September 30, 2007, except

that for events with promotional expenditures incurred between July 1 and September 30, 2007, invoices must be submitted within ninety (90) days of the conclusion of the event.

4. Reimbursement to County: Event Sponsor shall reimburse County for any amount of funds expended by County in connection with an event which does not occur as a result of any act or omission by Event Sponsor.

5. Indemnification: 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. Should event involve the serving or distribution of alcoholic beverages, Event Sponsor shall obtain prior to the event a Liquor Liability insurance policy naming Monroe County as a co-insured.

6. Records: Event Sponsor shall maintain records pursuant to generally accepted accounting principles for three (3) years after the event and shall permit County and its agents and employees access to said records at reasonable times.

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

8. Conflicts: Event sponsor is an independent contractor and shall disclose any potential conflicts of interest as defined by Florida Statutes, Chapter 112 and Monroe County Code, Article XXI.

9. Non-Collusion: By signing below, Event Sponsor warrants that he/she/it has not employed, retained or otherwise had act on his/her/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.

10. Public Entities Crimes: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for

CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

11. Logo Requirement: All promotional literature and advertising must display the "The Florida Keys & Key West, Monroe County Tourist Development Council, Come as You Are", logo/trade mark adopted by the TDC and County on November, 2000, (as per attached). **Radio Advertising shall quote**, "Brought to you by the Monroe County Tourist Development Council". No reimbursement or direct payment will be considered unless this logo/trade mark or slogan is utilized.

12. Insurance Requirements: 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.

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. 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. Event Sponsor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- \* 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 BOCC 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 Event Sponsor's insurance shall not be construed as relieving 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.

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, 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.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative, the 18<sup>th</sup> day of October, 2006.

(SEAL)

Attest: Danny L. Kolhage, Clerk

*Danny L. Kolhage*  
Deputy Clerk

Board of County Commissioners  
of Monroe County

*[Signature]*  
Mayor/Chairman

(CORPORATE SEAL)

Attest:

By. \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Print Name

**Red Barn Actors' Studio, Inc.**

*[Signature]*  
By. \_\_\_\_\_  
President

\_\_\_\_\_  
Print Name

OR TWO WITNESSES

(1) \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:

*[Signature]*  
SUSAN M. GRIMSLEY  
COUNTY ATTORNEY

7-27-06

## EXHIBIT A

D.

### MONROE COUNTY TOURIST DEVELOPMENT COUNCIL CULTURAL UMBRELLA SCHEDULE OF EVENTS

FISCAL YEAR 2006

EVENT NAME: Red Barn Theatre

List scheduled event activities in date order. If pre-promotion is included, indicate the event dates of the next season. If funded, funds will be reimbursed only for the promotion of event activities listed here.

2006-07 Season

**(Final play selection pending royalty agreements)**

*The Garbage People, A Children's Show* by Kyle Caskey  
*Opus* by Michael Hollinger  
*The Fabulous Trolls* by Bill Dyer & Music by Dick DeBenedictis  
*Bark* by David Troy Frances and Gavin G. Dillard  
*Flaming Guns of the Purple Sage* by Jane Martin  
*Fools* by Neil Simon

**Sunday/Monday Night**

*Jacque Brel Is Alive and Well and Living In Paris*  
*Talking With* by Jane Martin

**Proposed Schedule for the 2006-07 Season**

Children's show: November 11 - December 3, 2006  
(Saturdays and Sundays only)

Pre-Season show: November 14 - December 2

Show #1: December 20 - January 27, 2007

Special Series: A Tribute to Jerry Herman: January 12-14, 2007  
(With the Waterfront Playhouse)

Show #2: Sunday/Monday Night Series: January - February

Show #3: February 6 - March 10, 2007

Show #4: March 20 - April 21, 2007

Show #5: May 1 - June 2, 2007 (with possible extension)

Children's classes and performances: May - July

Adult classes and performances July - October

IF FUNDED, EXHIBITS A AND B WILL BECOME PART OF YOUR CONTRACT AND TRANSMITTED TO THE OFFICE OF THE CLERK OF THE COURT.

**EXHIBIT B**

**MONROE COUNTY TOURIST DEVELOPMENT COUNCIL  
CULTURAL UMBRELLA EVENT FUNDS  
BUDGET BREAKDOWN**

FISCAL YEAR 2007

EVENT NAME:	<u>RED BARN THEATRE</u>
MEDIA ADVERTISING	\$ 15,517
BROCHURES, POSTERS, PROGRAMS	\$ 5,483
TOTAL:	<u>\$ 21,000</u>

**\*MISCELLANEOUS MAY NOT EXCEED 15% OF THE ABOVE BUDGET.**

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

**THE MAXIMUM REQUEST IS \$25,000.00.**

**FUNDS ARE PAID ON A REIMBURSEMENT BASIS.**

**ALL PRINT AND TELEVISION MATERIALS MUST DISPLAY THE CURRENT TDC LOGO**

**ALL BROADCAST ADVERTISING PLACED OUTSIDE MONROE COUNTY MUST INCLUDE THE LINE "SPONSORED IN PART BY THE FLORIDA KEYS AND KEY WEST, MONROE COUNTY TOURIST DEVELOPMENT COUNCIL."**

**IF FUNDED, EXHIBITS A AND B WILL BECOME PART OF YOUR CONTRACT AND TRANSMITTED TO THE OFFICE OF THE CLERK OF THE COURT.**



MONROE COUNTY, FLORIDA

Request For Waiver of Insurance Requirements

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor: See Event Attachment

Name of Entity: Red Barn Actors Studio, Inc.

Name of Event: Red Barn Theatre / Live Theatre

Contract for: Services

Address of Contractor: C/O TDC Att: Maxine

Phone: 305-296-1552

Scope of Work: Advertising and Promotion

Reason for Waiver: Providing funds to promote event only... Minimal exposure to county

Policies Waiver will apply to: See Attached

Signature of Contractor: [Handwritten Signature]

Approved [X] Not Approved

Risk Management: [Handwritten Signature]

Date: 10-15-06

County Administrator Appeal: Approved Not Approved

Date:

Board of County Commissioners Appeal: Approved Not Approved

Meeting Date: