

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: APRIL 18, 2007

Division: TDC

Bulk Item: Yes No

Department: _____

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

AGENDA ITEM WORDING:

Approval of an Amendment to Agreement with Dove Creek Lodge, LLC covering the Ghost Hunt to revise dates in Agreement to August 10-11, 2007.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

Amendment to revise dates

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: \$4,350

BUDGETED: Yes No

COST TO COUNTY: \$4,350

SOURCE OF FUNDS: TDC

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

APPROVED BY: County Atty OMB/Purchasing Risk Management

DOCUMENTATION: Included Not Required _____

DISPOSITION: _____

AGENDA ITEM # _____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Dove Creek Lodge Contract # _____
LLC Effective Date: 10/18/06
Expiration Date: 12/7/07

Contract Purpose/Description:
Approval of an Amendment to Agreement with Dove Creek Lodge, LLC covering the Ghost Hunt to revise dates in Agreement to August 10-11, 2007.

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: \$ 4,350 Current Year Portion: \$ _____
Budgeted? Yes No Account Codes: 115-75022-530340-T75F-473-X-530480
Grant: \$ _____ 115-75022-530340-T75F-473-X-530410
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>2/27/07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2/27/07</u>
Risk Management	<u>3/7/07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>3/7/07</u>
EC O.M.B./Purchasing	<u>3/6/07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>3/7/07</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 the Board of County Commissioners for Monroe County, on behalf of the Tourist Development Council, and Dove Creek Lodge, LLC.

WHEREAS, there was a contract entered into on October 18, 2006 between the parties, awarding \$4,350 for the production of the Ghost Hunt on September 7-8, 2007; and

WHEREAS, it has become necessary to revise the dates of event; and

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

1. Paragraph 1 of the agreement shall be revised as follows:

County shall pay a sum not to exceed \$4,350 (**Four Thousand Three Hundred and Fifty Dollars**) for promotion and related expenditures, as described in the event budget, attached hereto as Exhibit B, for production of the **Ghost Hunt on August 10-11, 2007** ("Event"). Payment will be made only after Event Sponsor submits invoices and support documentation acceptable to the County's Finance Department within ninety (90) days of the conclusion of the Event. Funding under this agreement terminates ninety days after the conclusion of the Event. The advertising and promotion budget for 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 the Event budget may be utilized for unforeseen allowable expenditures and for those budget lines that may require additional funds, according to County guidelines. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the County.

2. The remaining provisions of the contract 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:

Dove Creek Lodge, LLC

By: _____
Secretary

By: Howard Kolbenheyer

Print Name

President
HOWARD KOLBENHEYER
Print Name

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Susan M. Grimsley
SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
Date 2-22-07

OR TWO WITNESSES

(1) _____

(2) _____

(1) _____

(2) _____

Print Name

Print Name

Pacini-Maxine

From: fishumbrella@aol.com
Sent: Thursday, February 22, 2007 12:46 PM
To: AdminAsst@Fla-Keys.com
Subject: Re: Dove Creek Lodge's Ghost Hunt Tournament

FKFT has not problem with Date Change for Dove Creek below.
Christina

-----Original Message-----

From: jamiee@dovecreeklodge.com
To: FishUmbrella@aol.com
Sent: Fri, 16 Feb 2007 1:05 PM
Subject: Dove Creek Lodge's Ghost Hunt Tournament

Christine,

We currently have contracted the Ghost Hunt for September 6 - 7, 2007, but are asking to change the date to August 10th and 11th, 2007. The September dates are the weekend after Labor Day and just before the Baybone Tournament which we also will host. We looked over other possible dates and have decided that the August dates would suit everyone better; its before most schools begin and we feel that we will all benefit from a more captive audience. In speaking with other guides around the area, they are in agreement that this would be a great "warm up" event for the Baybone Tournament in September.

Please let me know what else I may do to assist with the movement of these dates. If you send an addendum, I will forward on to Howard Kolbenheyer, the owner of the Dove Creek Lodge and person to sign the contract.

Thank you for your cooperation.

Jamie Esterline
General Manager
Dove Creek Lodge
147 Seaside Avenue
Key Largo, Florida 33037
Ph: 305-852-6200
Fx: 305-852-6344
E-Mail: jamiee@dovecreeklodge.com
www.dovecreeklodge.com

Check out the new AOL. Most comprehensive set of free safety and security tools, free access to millions of high-quality videos from across the web, free AOL Mail and more.

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FUNDING AGREEMENT

THIS AGREEMENT is made and entered into by and between Monroe County, Florida, a political subdivision of the state of Florida ("County"), and **Dove Creek Lodge, LLC** ("Event Sponsor").

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

WHEREAS, Event Sponsor has represented and agreed that it desires and is able to conduct the event;

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

1. County shall pay a sum not to exceed \$4,350 (**Four Thousand Three Hundred and Fifty Dollars**) for promotion and related expenditures, as described in the event budget, attached hereto as Exhibit B, for production of the **Ghost Hunt on September 7 – 8, 2007** ("Event"). Payment will be made only after Event Sponsor submits invoices and support documentation acceptable to the County's Finance Department within ninety (90) days of the conclusion of the Event. Funding under this agreement terminates ninety days after the conclusion of the Event. The advertising and promotion budget for 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 the Event budget may be utilized for unforeseen allowable expenditures and for those budget lines that may require additional funds, according to County guidelines. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the County.

2. In a situation where the Event has to be postponed due to a named storm or hurricane for which the County orders a visitor and/or resident evacuation order, the Event Sponsor shall have thirty (30) days to provide to Florida Keys Fishing Tournaments, Inc. notice of a new date for the Event, and shall produce the re-scheduled Event within ninety (90) days of the original date of Event. The rescheduled date shall be authorized, in writing, by The Florida Keys Fishing Tournaments, Inc. and forwarded to the Tourist Development Council administrative office to be processed in the form of an Amendment to this Agreement. If the Event Sponsor is unable to reschedule the Event, the Event Sponsor shall provide proof of the cancellation being caused by a named storm or hurricane, and a written statement as to why the Event cannot be rescheduled.

If the Event is cancelled or rescheduled due to a named storm or hurricane for which the County orders a visitor and/or resident evacuation order, the County shall pay for promotion or related expenditures of any combination of invoices for the original event date, and/or the rescheduled date up to the amount, but not to exceed the amount of funds allocated as described in the budget, attached hereto as Exhibit B.

3. 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. The 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 Agreement is made available by County requires event sponsors to submit their payment requests within ninety (90) days of the conclusion of the event. 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 within ninety (90) days of the conclusion of the Event 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 December 7, 2007.

4. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Event Sponsor agree that neither the County nor the Event Sponsor or any agent, officer, or employee of either, shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in the Agreement.

5. Event Sponsor shall reimburse County for any amount of funds expended by County in connection with the Event if it does not occur as a result of any act or omission by Event Sponsor.

6. 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 the 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.

7. 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.

8. County may terminate this agreement without cause upon providing written notice to Event Sponsor no less than sixty (60) days prior to the Event and may terminate for breach upon providing to Event Sponsor notice at least seven (7) days prior to the effective date of the termination.

9. 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.

10. 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 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 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.

11. 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 signing below, Event Sponsor warrants that he/she/it is not in violation of this paragraph.

12. 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, attached hereto. **Radio Advertising shall read** “Brought to you by the Monroe County Tourist Development Council”. No reimbursement or direct payment will be considered unless this logo/trade mark is utilized.

13. Insurance Requirements are as follows: 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 shall 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 Event.

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 Event Sponsor's General Liability policy.

14. Event Sponsor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and Vendor, which approval shall be subject to such conditions and provisions as the Board may deem necessary.

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

(SEAL)

Attest: Danny L. Kolhage, Clerk

Jamela Hancock
Deputy Clerk

Board of County Commissioners
of Monroe County,

Mayor/Chairman

(CORPORATE SEAL)

Attest:

By: _____
Secretary

Dove Creek Lodge, LLC

By: Howard Kolbenheyer
President/Event Sponsor

Howard Kolbenheyer
Print Name

Print Name

OR

(1) Witness

Print Name

(2) Witness

Print Name

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

Susan M. Grimsley
SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
6-29-06

FLORIDA KEYS FISHING TOURNAMENTS, INC.,
TOURNAMENT SCHEDULE OF EVENTS
FISCAL YEAR 2006-2007

Exhibit A

Co-Host Hunt
PRINT TOURNAMENT NAME

DAY 1 _____:_____ AM LINES IN WATER
_____:_____ PM LINES OUT OF WATER
6:30 PM EVENING EVENT
_____:_____ PM WEIGH-IN OVER
_____:_____ PM OTHER EVENT _____

Warm up Day Fishing option.

DAY 2 7:00 AM LINES IN WATER
3:00 PM LINES OUT WATER
6:00 PM EVENING EVENT
5:00 PM WEIGH-IN OVER
_____:_____ PM OTHER EVENT _____

DAY 3 _____:_____ AM LINES IN WATER
_____:_____ PM LINES OUT WATER
_____:_____ PM EVENING EVENT
_____:_____ PM WEIGH-IN OVER
_____:_____ PM OTHER EVENT _____

DAY 4 _____:_____ AM LINES IN WATER
_____:_____ PM LINES OUT WATER
_____:_____ PM EVENING EVENT
_____:_____ PM WEIGH-IN OVER
_____:_____ PM OTHER EVENT _____

EXHIBIT B

BUDGET BREAKDOWN
FLORIDA KEYS FISHING TOURNAMENTS, INC.
OCTOBER 1, 2006 TO SEPTEMBER 30, 2007

Ghost Hunt

TOURNAMENT NAME

Sept. 7-8, 2007

TOURNAMENT DATE

DIRECT MAIL & POSTAGE	\$ 100.00
BROCHURES, POSTERS, PROGRAMS, PATCHES	\$ --0--
TROPHIES	\$1,000.00
PHOTO PROGRAM	\$ 50.00
MEDIA ADVERTISING	\$2,000.00
T-SHIRTS, CAPS, JACKETS	\$ 800.00
*GENERAL NON-ALLOCATED	\$ 400.00

	\$4,350.00

*GENERAL NON-ALLOCATED IS NOT TO EXCEED 15% OF THE
TOURNAMENTS TOTAL BUDGET.

*TOURNAMENTS CAN NOT EXCEED MORE THAN 30% OF THE
TOTAL BUDGET IN TROPHY LINE ITEM EXCEPT WHEN
TOURNAMENTS GET SPECIAL APPROVAL FROM FKFT, INC.

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 Dove Creek Lodge, LLC

Contract for: Services Ghost Hunt

Address of Contractor: C/O TDC, At: Maxine

Phone: 305-296-1552

Scope of Work: Advertising & Promotion

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

Policies Waiver
Will apply to: See Attached

Signature of Contractor: Jeri Shrage

Approved Not Approved

Risk Management: M. S. [Signature]

Date: 6-13-06

County Administrator Appeal:
Approved Not Approved

Date: _____

Board of County Commissioners Appeal:
Approved Not Approved

Meeting Date: _____