

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 5/21/2008

Division: Community Services

Bulk Item: Yes X No

Department: Extension Services

Staff Contact Person/Phone: Doug Gregory/4502

AGENDA ITEM WORDING: Approval for contract with Marathon Garden Club to hold the "Tenth Annual Florida Keys Tropical Fruit Fiesta" at the Club.

ITEM BACKGROUND: The Florida Keys Tropical Fruit Fiesta is an annual educational event held by UF/IFAS/Monroe County Extension Services to educate Monroe County residents and visitors on the history and care of growing tropical fruit trees in the Florida Keys. Since Extension Services is a regional service to all of the Keys, this year the event will be held at the Marathon Garden Club on June 28, 2008. The Club will waive the rental fee.

PREVIOUS RELEVANT BOCC ACTION: None

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS: Approval

TOTAL COST: \$0.00

BUDGETED: Yes No

COST TO COUNTY: \$0.00

SOURCE OF FUNDS:

REVENUE PRODUCING: Yes No X

AMOUNT PER MONTH **Year**

APPROVED BY: County Atty X DB Purchasing Risk Management

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Marathon Garden Club Contract # N/A
 Effective Date: 6/28/08
 Expiration Date: 6/28/08

Contract Purpose/Description: UF/IFAS/Monroe County Extension Services would like to hold the "Tenth Annual Florida Keys Tropical Fruit Fiesta" at the Marathon Garden Club, Marathon, FL, June 28, 2008.

Contract Manager: Doug Gregory 4502 Extension Services / Stop #1
 (Name) (Ext.) (Department / Stop #)

for BOCC meeting on May 21, 2008 Agenda Deadline: May 6, 2008

CONTRACT COSTS

Total Dollar Value of Contract: \$ 0.00 Current Year Portion: \$ _____
 Budgeted? Yes _____ No _____ Account Code: _____
 Grant: \$ _____
 County Match: \$ _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____ For: _____
 (Not included in dollar value above) (e.g. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed		Reviewer	Date Out
		Yes	No		
Division Director	<u>4/28/08</u>	()	()	<u>[Signature]</u>	<u>4/28/08</u>
Risk Management	<u>4/18/08</u>	()	✓	<u>[Signature]</u>	<u>4/18/08</u>
OMB/Purchasing	<u>4/18/08</u>	()	()	<u>[Signature]</u>	<u>4/25/08</u>
County Attorney	<u>4/11/08</u>	()	✗	<u>[Signature]</u>	<u>4/14/08</u>

Comments: _____

RENTER'S HOLD HARMLESS AGREEMENT

This agreement entered into by and between THE MARATHON GARDEN CLUB, a not-for-profit Florida Corporation, herein "LANDLORD" and MONROE COUNTY, a political subdivision of the State of Florida, 1100 Simonton St., Key West FL 33040, hereinafter "RENTER"

That for and in consideration of the understanding hereinafter set forth the parties do agree and covenant as follows:

1. That in and for the consideration of permission to use LANDLORD'S property, more particularly described as 5270 Overseas Highway, Marathon, Florida and/or the adjoining grounds, for the purpose of conducting the 10th Annual Florida Keys Tropical Fruit Fiesta on June 28, 2008 from 9a.m.-2p.m., the RENTER does hereby agree to indemnify the LANDLORD for any and all claims or liabilities that may arise out of the above described event, to the extent allowed by Section 768.28, Florida Statutes.
2. That, in addition to indemnification described in Paragraph One, to the extent allowed by Section 768.28, Florida Statutes, the RENTER does hereby agree to hold the LANDLORD harmless in all respects concerning the event in Paragraph One and will defend any and all causes of action or claims and will, further, pay the cost of any attorney's fees incurred by the LANDLORD arising out of the event described in Paragraph One.
3. This agreement shall be effective when executed by all of the parties.
4. The LANDLORD AND RENTER agree to comply with the Rental Lease Regulations attached hereto and incorporated by reference.

(SEAL)
ATTEST: DANNY L. KOLHAGE, clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Charles "Sonny" McCoy, Mayor

(SEAL)
ATTEST:

MARATHON GARDEN CLUB, INC.

By: Nancy J. Miller
WITNESS

By: Roberta A. Nease

By: Carl E. Miller
WITNESS

Title: President

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Pedro J. Mercado
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 4/14/08

The Marathon Garden Club, Inc.

A Not-for-Profit Educational Organization in the Heart of the Florida Keys

P. O. Box 500826
Marathon, Florida 33050

RENTAL LEASE REGULATIONS

1. Smoking is not permitted in the building.
2. No signs may be taped, nailed, tacked or screwed to any wall or doorway inside or outside of building, including utility poles.
3. No fixtures, staging or curtains may be secured by nailing or screwing. Only portable types are acceptable.
4. No building fixtures may be removed, altered or added.
5. Air conditioning is available. Failure to turn unit off when leaving the building incurs an assessment of \$35.00 which will be deducted from Damage deposit.
6. Renter must secure necessary legal permits to sell alcoholic beverages.
7. When, in the opinion of the Monroe County Sheriff's Department, an officer is required for parking or traffic control, the Renter will bear the expense.
8. In no case shall this Lease be assigned or sublet without written consent of the Marathon Garden Club, Inc.
9. All activities are to cease by 1:00 a. m.
10. If any damage to property and/or contents of the Marathon Garden Club is determined, reparations will be assessed and deducted from Damage deposit. If assessed damage exceeds deposit, Renter will be billed for the balance. Confetti, rice, birdseed, and the like are not to be used on the premises.
11. The Marathon Garden Club, Inc. assumes no liability for Renter's or guests' loss incurred by fire, theft or injury.
12. Misconduct or drunkenness will not be permitted. Such actions will be subject to disciplinary or police action.
13. Setup and decorating may be done 2 hours prior to scheduled event. If additional time is needed, arrangements must be made with the Rental manager.
14. Premises shall be returned to original condition, including take down of tables and chairs, general pickup and removal of trash. TAKE WITH YOU