

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Florida Keys Birding and Wildlife Festival, Inc. Contract # TDC # 244
 Effective Date: 10/18/06
 Expiration Date: 12/31/07

Contract Purpose/Description:
Approval of an Amendment to Agreement with Florida Keys Birding and Wildlife Festival to revise date of event.

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

for BOCC meeting on 10/17/07 Agenda Deadline: 10/2/07

CONTRACT COSTS

Total Dollar Value of Contract: \$ 8,738 Current Year Portion: \$
 Budgeted? Yes No Account Codes: 115-75011-530340-T75C-419-Y-530410
 Grant: \$ 115-75011-530340-T75C-419-Y-530480
 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>9/12/07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Stevens</u>	<u>9/10/07</u>
Risk Management	<u>9-12-07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Stevens</u>	<u>9-12-07</u>
O.M.B./Purchasing	<u>9/13/07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>K.P.</u>	<u>9/13/07</u>
County Attorney	<u>9/10/07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S.Grimmsley</u>	<u>9/10/07</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 **Florida Keys Birding and Wildlife Festival, Inc.**

WHEREAS, there was a contract entered into on October 18, 2006 between the parties, awarding \$8,738 for the production of the Florida Keys Birding and Wildlife Festival on September 28-30, 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 **\$8,738 (Eight Thousand, Seven Hundred and Thirty Eight Dollars)** for promotion and related expenditures, as described in the event budget, attached hereto as Exhibit B, for production of the **Florida Keys Birding and Wildlife Festival on October 12 – 14, 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. 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.

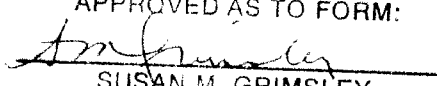
(SEAL)
Attest: Danny L. Kolhage, Clerk

Board of County Commissioners
of Monroe County

Deputy Clerk

Mayor/Chairman

Amendment #1
Florida Keys Birding and Wildlife Festival, Inc.
Contract #: 244

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
Date Sept. 19, 2007

(CORPORATE SEAL)

Attest:

Florida Keys Birding and Wildlife Festival, Inc.

By. _____
Secretary

Print Name

OR TWO WITNESSES

(1) _____

(1) _____
Print Name

By Elizabeth Moore

President
ELIZABETH MOORE
Print Name

(2) _____

(2) _____
Print Name

Pacini-Maxine

From: Florida Keys Council of the Arts [DavidWharton@keysarts.com]
Sent: Monday, September 10, 2007 11:23 AM
To: Maxine Pacini
Subject: TDC Ammendment
Attachments: Birding Festival change in dates.eml (148 KB)

To: Maxine Pacini, Monroe County Tourist Development Council

From: David Wharton, Cultural Umbrella Administrator

Re: Florida Keys Wildlife Birding Festival - Requested Change to Contract

The attached request by Florida Keys Wildlife Birding Festival for a venue date change from September 28-30, 2007 to October 12-14, 2007 is accepted by the Cultural Umbrella.

Please process an amendment to incorporate this information into the Florida Keys Birding and Wildlife Festival contract.

Sincerely,

David Wharton
Executive Director
FKAC

Pacini-Maxine

From: James_Bell@fws.gov
Sent: Thursday, September 06, 2007 3:41 PM
To: Davidwharton@keysarts.com
Cc: Joy Tatgenhorst
Subject: Birding Festival change in dates

Attachments: TDC Change in 07 date.doc



TDC Change in 07
date.doc (141...

Mr. Wharton,

As your requested. I have also included the letter as an attachment on the Festival letterhead. See below.

Joy
for your records as the interiem Treasurer for the Birding Festival

Thanks
Jim

Florida Keys Birding and Wildlife Festival P. O. Box 500953 Marathon, FL 33050-0953 September 7, 2007

David Wharton
Florida Keys Council of the Arts
1100 Simonton Street
Key West, FL 33040

Dear Mr. Wharton:

I am writing to inform you of a change in the date for our event the 9th Annual Florida Keys Birding and Wildlife Festival. The old date listed in the FY 2007 Cultural Events Policy and Reimbursement/Direct Payment Packet lists the dates as September 28 – 30, 2007. The Festival committee has concluded that a more effective date for the event is October 12 – 14, 2007. We feel that this date is better for bird observations and would attract more birders to the Keys than the September date. Also, we have usually held this event in mid October and were unaware that the September date was submitted to the Council of the Arts or the TDC.

The old date may have been provided to the Council of the Arts and the TDC by a previous Festival committee member who signed the contract. This person and the treasurer have resigned from the Festival committee in August and new officers have been elected and have taken over. They were unaware of the September date written on the contract. Also, our grant proposal, which I am the author, did not list specific days of the week in September, so I was unaware of the specific

September date.

This will not affect any invoice submittal requirements. We will be able to meet the invoice requirements as spelled out in the FY 2007 Cultural Events Policy and Reimbursement/Direct Payment Packet. We hope this does not cause any concern with the Council of the Arts nor the TDC.

Sincerely,

Signed James Bell
James Bell
Committee member

Mission

To create an awareness of the unique birds and wildlife of the Florida Keys through education and conservation

(See attached file: TDC Change in 07 date.doc)

Sincerely,

James Bell, Refuge Ranger
National Key Deer Refuge
179 Key Deer Blvd.
Big Pine Key, FL 33043-0510
305-872-0774
FAX 305-872-2154
james_bell@fws.gov

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 **Florida Keys Birding and Wildlife Festival, 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 **\$8,738 (Eight Thousand, Seven Hundred and Thirty Eight Dollars)** for promotion and related expenditures, as described in the event budget, attached hereto as Exhibit B, for production of the **Florida Keys Birding and Wildlife Festival on September 28 – 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 18th day of October, 2006.

(SEAL)

Attest: Danny L. Kolhage, Clerk


Deputy Clerk

Board of County Commissioners
of Monroe County


Mayor/Chairman

(CORPORATE SEAL)

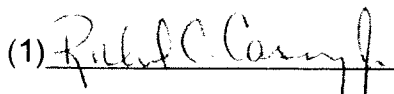
**Florida Keys Birding and Wildlife
Festival, Inc.**

Attest:

By _____
Secretary

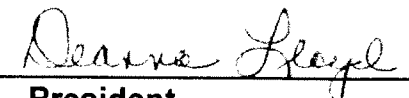
Print Name

OR TWO WITNESSES


(1) 

RICHARD C. COONEY III
Print Name

Florida Keys Birding and Wildlife Festival
Cultural Umbrella Funding FY 2007

By 
President

Deanna Lloyd
Print Name

(2) 
James R. Davison

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

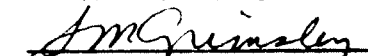

SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
Date 8-10-06

EXHIBIT A

D.

MONROE COUNTY TOURIST DEVELOPMENT COUNCIL CULTURAL UMBRELLA SCHEDULE OF EVENTS

FISCAL YEAR 2007

EVENT NAME: Florida Keys Birding and Wildlife Festival

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.

September (or October rain date) 2007

During event

- Provide a registration booth for event participants, free admission to Curry Hammock State Park, Festival t-shirt and a raffle ticket, information and directions to Festival events.

Friday

- Evening social and program with noted guest lecturer at the Marathon Garden Club.

Saturday

- Host an environmental fair at the Curry Hammock State Park with vendors and exhibits.
- Provide approximately 10 wildlife oriented field trips from Key Largo to the Lower Florida Keys. Field trips may include offshore for pelagic birds, National Key Deer Refuge, The Nature Conservancy lands, Boot Key, Ohio Key for birding, Bahia Honda State Park for butterflies, Curry Hammock State Park, trips at Crane Point Hammock, and kayak trips.
- Provide approximately 10 lectures and programs at the Marathon Garden Club and/or Curry Hammock State Park on the natural resources of the Florida Keys.
- The Friends of Islamorada State Parks will arrange for food and beverages to be sold to participants

Sunday

- Host the Children's Day event at Curry Hammock State Park to educate local school children about wildlife in the Florida Keys. This event will include visiting parents and children from the outside the keys.

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: FLORIDA KEYS BIRDING & WILDLIFE FESTIVAL

MEDIA ADVERTISING	\$	6,638
BROCHURES, POSTERS, PROGRAMS	\$	1,000
DIRECT MAIL & POSTAGE	\$	400
PHOTO PROGRAM	\$	-
PUBLIC RELATIONS	\$	-
PROMOTIONAL ITEMS (As approved by the advertising agency)	\$	700
TOTAL:	\$	8,738

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: Florida Keys Birding and Wildlife Festival, Inc

Name of Event: Florida Keys Birding and Wildlife Festival

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: 12-15-06

County Administrator Appeal: Approved Not Approved

Date:

Board of County Commissioners Appeal: Approved Not Approved

Meeting Date: