

MONROE COUNTY TOURIST DEVELOPMENT COUNCIL'S

OPERATIONS MANUAL

SECTION IV-B

FISHING UMBRELLA

Events Procedures - Fishing
>> Continued

**FLORIDA KEYS FISHING TOURNAMENTS, INC.
REQUEST FOR PROPOSALS - TOURNAMENT FUNDING
INSTRUCTIONS FOR PROPOSAL PREPARATION AND SUBMISSION:**

Please submit an ORIGINAL form (pages 11-23) and 6 copies (7 total copies) of the completed application form no later than 4:00 p.m. local time the 1st Monday of April each year to:

Florida Keys Fishing Tournaments, Inc.
Attention: Christina Weinhofer
P.O. Box 420358
Summerland Key, FL 33042

Proposals received after the stated time and date shall be disqualified as late proposals. Telegraphic proposals shall not be considered. Any questions may be addressed to:

Florida Keys Fishing Tournaments, Inc.
Attention: Christina Weinhofer
P.O. Box 420358
Summerland Key, FL 33042
Phone: (305) 872-2233

The Tournament Director shall be responsible for securing the proper permits, licenses and necessary police and emergency service staff at their own cost as it relates to this application.

The Monroe County Tourist Development Council (TDC) encourages applicants to seek long term financial support from public and private sources other than the Tourist Development Bed Tax.

It is the responsibility of the Tournament Director to keep apprised of all Monroe County Tourist Development Council's policies and procedures pertaining to event funding.

The payment by Monroe County of a promotional package is not intended to be an underwriting of an entire event, and prospective grantees must establish sufficient financial capabilities to carry out all aspects of the event in addition to such promotional activities as are funded under this application.

A Tournament may only receive funding from one category source within the TDC event funding procedures.

The Monroe County Board of County Commissioners (BOCC) reserves the right to reject any and all proposals. An award, if made, will be to the most responsive and most qualified proposer(s) and the BOCC, upon recommendation by the Florida Keys Fishing Tournaments, Inc. (FKFT) and the Monroe County Tourist Development Council (TDC), deems to be in the best interest of the TDC/County utilizing the Criteria for Evaluation (pages 7-8). The successful proposer(s) shall enter into a Funding agreement with the BOCC. The TDC and County reserve the right to negotiate the terms of any agreement resulting from this Request for Proposal (RFP). A sample of the Funding agreement may be found on Exhibit B, page 25-34, or by contacting the Administrative Office of the TDC.

1201 White St., Suite 102
Key West, FL 33040-3328
Phone: (305) 296-1552
Fax: (305) 296-0788

The BOCC reserves the right to allocate funds to one or more, or none of the proposers, subject to the conditions that award(s) shall be made only to the most responsive and most qualified proposer(s).

The Funding agreement and its provisions can be adapted to the requirements of a specific fishing tournament. Final acceptance of the Funding agreement shall not occur until the BOCC and the sponsor have signed the Funding agreement.

INDEMNIFICATION AND HOLD HARMLESS:

Affiliate Fishing Tournament covenants and agrees to indemnify and hold harmless Monroe County Board of County Commission 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.

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. NO OTHER LINE ITEM AMENDMENTS ARE ACCEPTABLE.

TIME FRAME:

The time frame covered by this request for proposal is for events from October 1st through September 30th 20___. (Contact Florida Keys Fishing Tournament Inc., Section IV-B, page 3 for specific information).

ALL ADVERTISING, PROMOTION AND PUBLIC RELATIONS MUST BE SUPERVISED OR PLACED THROUGH THE AGENCIES OF RECORD, WHICH ARE AS FOLLOWS:

Advertising: John Underwood
Tinsley Advertising
2660 Brickell Ave.
Miami, FL 33129
Phone: (800) 273-1242
Fax: (305) 856-9236

Public Relations: Andy Newman
Stuart Newman Associates
2140 South Dixie Highway, Suite 203
Miami, FL 33133
Phone: (305) 461-3300
Fax: (305) 461-3311

Stuart Newman Associates (public relations) and Tinsley Advertising (advertising) are the TDC's agencies of record. You must include a letter from the agency of record indicating their permission for an event coordinator to utilize another outside vendor. This letter is required as backup to be included with your request for payment or reimbursement of services outside the agencies of record.

PROCUREMENT SCHEDULE: (Contact Florida Keys's Fishing Tournament Inc., Section IV-B, page 3 for specific information).

- Issue RFP (date to be determined)
- Proposal Submission Deadline (date to be determined)
- FKFT Review/Evaluation of Proposals (date to be determined)
- TDC Review (date to be determined)

Upon receipt of application, Florida Keys Fishing Tournaments, Inc., recommendation committee will notify tournament organizers of hearing date. Personal appearance is required and tournament organizers will be notified as to the disposition of any allocation within ten (10) working days of the hearing date.

APPLICATION PROCESS:

- I. Applicants must complete the following to the best of their ability:
 - a. Notice of Intent to Affiliate
 - b. Affiliate Questionnaire
 - c. Tournament History Questionnaire
 - d. Budget Breakdown
 - e. Tournament Schedule of Events
 - f. Tournament Directors Report
 - g. Action Plan for Parking/Road Closures/Security/Trash
 - h. No-Resale Agreement
 - i. Statement of Income and Expenses signed by Treasurer and notarized (first time applicants must submit a detailed budget projection)
 - j. Tournament Rule Requirements
 - k. Copy of Insurance – Exhibit A – (12/11/96)

- II. As part of the application package, a summary of past year's tournament including the following:
 - a. Printed advertising, if available
 - b. Media Coverage
 - c. Photos, etc.,

AGREEMENT TO FOLLOW PRINCIPLES:

- A. Applicants must agree to follow the principles of the Florida Keys Fishing Tournaments, Inc., as they relate to tournament operation under the following guidelines:

*It is the intent of Florida Keys Fishing Tournaments, Inc. to obtain National Sponsors to assist the operational funding of member tournaments. It is, therefore, a requirement of member tournaments to act in a judicious manner avoiding any and all conflicts of interest with sponsor products or services.

*Member tournaments, will be required to make available space for sponsors banners, product displays, etc., at tournament events, and display the Monroe County Tourist Development Council, and Florida Keys Fishing Tournaments, Inc. logos on the front page of any poster, flyer, or brochure. Member tournaments must incorporate the general principles of the I.G.F.A. rules in their tournament rules, and no member tournament may be strictly a "kill" tournament, conservation and release must constitute a significant element of the format.

* All member tournaments must be open to the public at large.

* All member tournaments must file required government returns.

B. Member tournaments must agree to resolve any local/national sponsor conflicts within one year.

CRITERIA FOR EVALUATION:

PROPOSED EXPERIMENTAL APPROPRIATION FORMULATION

Evaluation of Proposals: Proposer selection will be based on a formulation based on the following criteria:

YEAR 1: As appropriated. (Maximum cannot exceed \$5,000).

YEAR 2: 30% of total entry fees collected in previous year
X number of fishing days.

YEAR 3: 25% of total entry fees collected in previous year
X number of fishing days.

YEAR 4: 20% of total entry fees collected in previous year
X number of fishing days X % of OUT OF COUNTY ANGLERS.

YEAR 5: 15% of total entry fees collected in previous year
X number of fishing days X % of OUT OF COUNTY ANGLERS.

YEAR 6: 10% of total entry fees collected in previous year
X number of fishing days X % of OUT OF COUNTY ANGLERS.

After year 6, all funding would be appropriated based on the year 6 formulation.

The Appropriations Committee reserves the right to increase or decrease the amount of funding IN THE EVENT OF EXTENUATING CIRCUMSTANCES.

APPROPRIATION FORMULATION
YEARS 1, 2 & 3

YEAR 1: MAXIMUM \$5,000.00
YEAR 2: 30% OF ENTRY FEES
YEAR 3: 25% OF ENTRY FEES

$$\begin{aligned} & \text{_____ \% OF TOTAL ENTRY FEES COLLECTED IN PREVIOUS YEAR} \\ & \times \text{_____ NUMBER OF FISHING DAYS} \\ & = \text{_____ TOTAL} \end{aligned}$$

APPROPRIATION FORMULATION
YEARS 4, 5 & 6

YEAR 4: 20% OF ENTRY FEES
YEAR 5: 15% OF ENTRY FEES
YEAR 6: 10% OF ENTRY FEES

$$\begin{aligned} & \text{_____ \% OF TOTAL ENTRY FEES COLLECTED IN PREVIOUS YEAR} \\ & \times \text{_____ NUMBER OF FISHING DAYS} \\ & = \text{_____} \\ & \times \text{_____ \% OF OUT OF COUNTY ANGLERS} \\ & = \text{_____ TOTAL} \end{aligned}$$

Once the application for funding has been submitted, approval is required as follows:

1. Florida Keys Fishing Tournaments, Inc.;
2. Monroe County Tourist Development Council;
3. Budget requires approval of both agencies of record - Tinsley Advertising and Stuart Newman Associates (page 5);
4. Five (5) copies of the Funding agreement (Exhibit B) including Public Entity Crimes affidavit (Exhibit C), approved budget and schedule of events will be sent from the TDC Administrative Office to each Tournament Director for signature;
5. Five (5) original Funding agreements, duly signed and notarized as outlined returned to Administrative Office by Tournament Director;
6. Final approval from the Monroe County Board of County Commissioners;
7. Five (5) copies of Funding agreement forwarded to the Clerk of the Circuit Court for final execution;
8. Upon receipt of executed copies of the Funding agreement by the TDC Administrative Office, the Tournament Director will receive:
 - a. Original funding agreement (see Exhibit B)
 - b. Public Entity Crimes Affidavit (see Exhibit C)
 - c. Budget Breakdown
 - d. Schedule of Events
 - e. Reimbursement Procedures (see Exhibit D)
 - f. Reimbursement/Direct Payment Affidavit (see Exhibit E)
 - g. Logo information (see Exhibit F)
 - h. Acceptable Event Marketing Expenses (see Exhibit G)

PLEASE NOTE: TDC acceptable expenditure incurred prior to the effective date of the Funding agreement will not be reimbursed.

SAMPLE FUNDING APPLICATION

January ____, 20____

Dear Tournament Directors,

Attached is the 20____ funding package for Florida Keys Fishing Tournaments, Inc. This funding will be available from October 1, 20____ until September 30, 20____. It is important that every tournament fill out completely, the enclosed funding agreement, attach all the proper information that is asked for, and return to Florida Keys Fishing Tournaments, Inc. no later than April ____, 20____ 4:00 p.m. {No postmarked agreements will be accepted}

Below I have outlined important information. I urge all events to work on the funding agreement and return prior to the deadline, in case there are any questions or problems. Failure to complete the funding agreement could result in reduced or no funding!

Deadline: April ____, 20____ no later than 4:00 p.m.

Return To: Florida Keys Fishing Tournaments, Inc.

Regular Mail: P.O. Box 420161
Summerland Key, Fl. 33042

FedEx/UPS: 24386 Overseas Hwy.
Summerland Key, Fl. 33042

Att: Christina Weinhofer

Include along with COMPLETED Funding Agreement:

1. Printed Advertising of previous event
2. Printed Media of previous event
3. Photo Copies of photographs
4. Brochure of previous event {or current brochure if available}
5. Poster of previous event {or current poster if available}
6. Notarize:
 - A. No-Resale Agreement
 - B. Statement of Income and Expenses
7. Copy of Tournament Rules listed in brochure and captain meeting updates
8. Copy of Scoring System
9. **7 Copies of Funding Agreement {1 original marked and 6 copies}**

New Events that have not yet had a tournament are the only exception to not including the above information. If you have any questions give me a call 305-872-2233.

Good Luck,
Christina Weinhofer

NOTICE OF INTENT TO AFFILIATE
WITH
FLORIDA KEYS FISHING TOURNAMENTS, INC.
FISCAL YEAR 200_____

We, the undersigned, do hereby petition the Florida Keys Fishing Tournaments, Inc., to become a member Tournament under the guidelines set forth by the Monroe County Board of County Commissioners and the Monroe County Tourist Development Council as set forth in the corporation by laws.

As a member Tournament it is understood that we may apply for Tournament funding under the provisions outlined in the Florida Keys Fishing Tournaments, Inc., FUNDING AGREEMENT PROPOSALS.

It is further understood that the Florida Keys Fishing Tournaments, Inc., is an umbrella organization in contractual agreement with the Monroe County Board of County Commissioners to function as primary agent for dispersal of allocated funds received from the Monroe County Tourist Development Council for the promotion and advertising of fishing tournaments in the Florida Keys (Monroe County).

By this petition it is agreed that the undersigned will cooperate with the Florida Keys Fishing Tournaments, Inc., its corporate sponsors (if applicable), and officers to increase the quality of fishing tournaments in the Florida Keys.

Name of Person or Organization _____
{Legal Entity}

District : _____ {Key Largo 5, Islamorada 4, Marathon 3, Big Pine 2, Key West 1}

Address _____

Officers; (print name)	Position; (print position)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Date: ____/____/____

Deadline: _____

Any funding package received incomplete could result in reduced or no funding!

AFFILIATE QUESTIONNAIRE

FISCAL YEAR 2009-2010

1. OFFICIAL TOURNAMENT NAME:

2. NAME OF PETITIONING PERSON OR ORGANIZATION & POSITION:

3. MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

4. PERSON IN CHARGE (DIRECTOR) 5. PHONE #: (_____) _____

_____ 6. FAX #: (_____) _____

7. ADDRESS (IF DIFFERENT FROM 3): 8. EMAIL: _____

CITY: _____ STATE: _____ ZIP: _____

9. CHECK ONE: FOR PROFIT _____ NON-PROFIT _____ ID #: _____

10. LOCATION OF TOURNAMENT AND/OR HOST SITE (ADDRESS/MILE MARKER):

CITY: _____ STATE: _____ ZIP: _____

11. 20__ TOURNAMENT DATES (REQUIRED) 12. 20__ TOURNAMENT DATES (REQUIRED)

13. FORMAT: I.E., (RELEASE, MODIFIED RELEASE, WEIGHT, FISH, ETC.)

14. TARGET SPECIES (IF MORE THAN ONE, LIST SEPARATELY)

15. ENTRY FEE: 16. CHECK ONE:
\$ _____ ADULTS ANGLER _____
\$ _____ CHILDREN BOAT _____
\$ _____ SOCIAL

TOURNAMENT HISTORY QUESTIONNAIRE
FISCAL YEAR 200_____

1. NAME OF
TOURNAMENT_____
2. AGE OF TOURNAMENT_____YEARS
3. AMOUNT OF ENTRY FEES COLLECTED IN THE PREVIOUS YEAR
TOURNAMENT \$_____
4. NUMBER OF FISHING DAYS_____
5. TOTAL NUMBER OF REGISTERED ANGLERS_____
6. TOTAL NUMBER OF OUT-OF-COUNTY ANGLERS_____

EXHIBIT D

FISHING UMBRELLA EVENT BUDGET
BUDGET BREAKDOWN
LINE ITEM LISTED BELOW SHALL BE APPROVE BY APPROPRIATE AGENCY OF RECORD
FISCAL YEAR 200_____

PRINT TOURNAMENT NAME	
MEDIA PLACEMENT & PRODUCTION COST {NEWSPAPERS, RADIO, MAGAZINES, TV, WEBSITE/INTERNET ADVERTISING ONLY	\$_____
PROMOTIONAL SIGNS: POSTERS/BANNERS	\$_____
PROMOTIONAL ITEMS: TSHIRTS, HATS, JACKETS & KOOZIE CUPS	\$_____
DIRECT MAIL PROMOTIONS: BROCHURE/PAMPHLETS, POSTAGE AND SHIPPING	\$_____
PROGRAMS:	\$_____
PUBLIC RELATIONS:	\$_____
*TROPHIES:	\$_____
*GENERAL NON-ALLOCATED	\$_____

	\$_____

*TOURNAMENTS CAN NOT EXCEED MORE THAN 30% OF THE TOTAL BUDGET IN TROPHY LINE ITEM EXCEPT WHEN TOURNAMENTS GET SPECIAL APPROVAL FROM FKFT, INC. BOARD OF DIRECTORS. 3/5/97

*GENERAL NON-ALLOCATED IS NOT TO EXCEED 15% OF THE ABOVE BUDGET. AND CAN ONLY BE UTILIZED FOR ACCEPTABLE TDC ITEMS.

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

_____/_____/_____
SIGNATURE DATE

FLORIDA KEYS FISHING TOURNAMENTS, INC.,
TOURNAMENT SCHEDULE OF EVENTS
FISCAL YEAR 2009-2010

PRINT TOURNAMENT NAME

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

DAY 2 ____ : ____ AM LINES IN WATER
 ____ : ____ PM LINES OUT WATER
 ____ : ____ PM EVENING EVENT
 ____ : ____ 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 _____

FLORIDA KEYS FISHING TOURNAMENTS, INC.,
TOURNAMENT DIRECTORS REPORT 200_____

NAME OF EVENT: _____

DATE OF EVENT: _____

LOCATION OF EVENT: _____

TARGETED SPECIE(S): _____

TACKLE REQUIREMENTS: _____

TOTAL # OF FISHING DAYS: _____

DAILY FISHING HOURS: _____

OF VESSELS PARTICIPATING: _____

OF ANGLERS PARTICIPATING: _____

TOTAL # OF TARGETED SPECIE(S) HOOKED: _____

TOTAL # OF TARGETED SPECIE(S) CAUGHT: _____

FOR FKFT USE ONLY

OF VESSELS _____ X TOTAL HOURS OF EFFORT= _____
HOURS OF EFFORT

OF TARGETED SPECIE(S) HOOKED Æ HOURS OF EFFORT= _____ HPUE

OF TARGETED SPECIE(S) CAUGHT Æ HOURS OF EFFORT= _____ CPUE

FLORIDA KEYS FISHING TOURNAMENTS, INC.,
TOURNAMENTS DIRECTOR REPORT
{LAST COMPLETED TOURNAMENT RESULTS}
WINNERS BY CATEGORY

PRINT TOURNAMENT NAME

DATE OF TOURNAMENT RESULTS

CHAMPION: NAME: _____

CITY/STATE: _____

CATCH: _____

CAPT/BOAT: _____

1ST PLACE: NAME: _____

CITY/STATE: _____

CATCH: _____

CAPT/BOAT: _____

2ND PLACE: NAME: _____

CITY/STATE: _____

CATCH: _____

CAPT/BOAT: _____

3RD PLACE: NAME: _____

CITY/STATE: _____

CATCH: _____

CAPT/BOAT: _____

FLORIDA KEYS FISHING TOURNAMENTS, INC.
PARKING/ROAD CLOSURE/SECURITY/TRASH 200_____

SUBMIT A DETAILED ACTION PLAN INCLUDING APPROPRIATE PERMIT{S} IF APPLICABLE AS TO HOW PARKING, SECURITY, ROAD CLOSURES AND TRASH WILL BE HANDLED DURING YOUR EVENT? THE PLAN SHOULD INCLUDE:

1.) IF YOUR EVENT WILL REQUIRE ROAD CLOSURES, ENCLOSE A COPY OF THE APPROVAL BY THE APPROPRIATE COUNTY/MUNICIPAL ENTITY? _____

2.) HOW DOES YOUR MARKETING PLAN ACCOMMODATE PARKING AND TRANSPORTATION AS IT RELATES TO YOUR EVENT? _____

3.) HOW WILL YOUR EVENT HANDLE SECURITY AND TRASH REMOVAL? _____

FLORIDA KEYS FISHING TOURNAMENTS, INC.
NO-RESALE AGREEMENT
FISCAL YEAR 20_____

I _____ of _____
(Director's Name) (Tournament Name)

Hereby declare any items purchased with Monroe County Tourist Development Council and Board of County Commission funds can not be sold.

Signature

Notary Public

My Commission

TOURNAMENT NAME

STATEMENT OF INCOME AND EXPENSES

	Actual	Actual	Projected
	Sept. 30, _____	Sept. 30, _____	Sept. 30, _____
		Actual	Projected
INCOME:			
SPONSORS {CASH}	\$	\$	\$
ENTRY FEES	\$	\$	\$
T-SHIRTS & CAPS	\$	\$	\$
BANQUET	\$	\$	\$
OTHER _____	\$	\$	\$
TOTAL	\$	\$	\$
OTHER FUNDS:			
FISHING UMBRELLA	\$	\$	\$
TOTAL INCOME:	\$	\$	\$
EXPENSES:			
POSTAGE	\$	\$	\$
T-SHIRTS & CAPS	\$	\$	\$
DIRECTOR FEES	\$	\$	\$
BROCHURES & PATCHES	\$	\$	\$
KICKOFF/AWARD BANQUET	\$	\$	\$
PRIZES AND/OR TROPHIES	\$	\$	\$
KICK-OFF TOURNAMENT	\$	\$	\$
DUES, LICENSES, INSURANCE	\$	\$	\$
MEDIA ADVERTISING	\$	\$	\$
STATIONARY. OFFICE SUPPLIES	\$	\$	\$
PHOTO PROGRAM	\$	\$	\$
BROCHURE, PRINTING	\$	\$	\$
SIGNAGE	\$	\$	\$
COMPUTER	\$	\$	\$
OTHER _____	\$	\$	\$
OTHER _____	\$	\$	\$
TOTAL EXPENSES:	\$	\$	\$

TOURNAMENT NAME			
STATEMENT OF INCOME AND EXPENSES			
	Actual	Actual	Projected
	Sept. 30,	Sept. 30,	Sept. 30,
	Actual	Actual	Projected
INCOME LESS EXPENSES:	\$		\$
DONATED SERVICES:			
MEDIA ADVERTISING	\$		\$
OTHER _____	\$		\$
OTHER _____	\$		\$
TOTAL	\$		\$
NET PROFIT (LOSS)	\$		\$
RETAINED PROFIT (LOSS) FROM PRIOR YEAR	\$		\$
RETAINED PROFIT AT END OF EACH YEAR	\$		\$

I certify that the above financial information is correct to the best of my knowledge:

 Director's Signature

The above _____ being well known to me, or having provided acceptable identification deposes and states that the information is correct to the best of his/her knowledge as of the _____ day of _____, 200__.

 SEAL:

Notary Public, State of _____, County of _____

The above listed criteria is the sole basis for approval as required by the by-laws of the Florida Keys Fishing Tournament, Inc.

EXHIBIT A

FLORIDA KEYS FISHING TOURNAMENTS, INC. INSURANCE REQUIREMENT 20__ - __

AT THE NOVEMBER 4, 1996 GENERAL MEETING THE FOLLOWING MOTION WAS PASSED UNANIMOUSLY:

MOTION BY DALE BITTNER, SECONDED BY DAVE NAVARRO TO AMEND MOTION ON SEPT. 4, 1998 MEETING MINUTES #VI. TO READ: TO CONTACT ALL TOURNAMENTS FUNDED AND ASK FOR A COPY OF INSURANCE POLICY INCLUDING FKFT, INC AS A INSURER FOR EACH EVENT AND IN 1998 MAKE IT A REQUIREMENT. UNANIMOUS VOTE.

WHEN SUBMITTING THE FOLLOWING FUNDING PACKAGE FOR FISCAL YEAR 1999 PLEASE ATTACH A COPY OF THE INSURANCE.

INSURANCE CRITERIA - 4/9/97

MOTION BY DAVE NAVARRO, SECONDED BY CHESTER MARR TOURNAMENTS MUST SUBMIT A COPY PROOF OF INSURANCE WITH FKFT AS AN ADDITIONAL RIDER 60 DAYS PRIOR TO THE EVENT IN ORDER TO RECEIVE REIMBURSEMENT. UNANIMOUS VOTE.

DUE TO THE PROBLEM WITH SMALLER TOURNAMENTS NOT BEING ABLE TO GET A COPY OF THE INSURANCE A YEAR AHEAD OF TIME TO THE ABOVE MOTION ALLOWS TOURNAMENTS TO TURN THEIR INSURANCE REQUIREMENT IN NO LATER THAN 60 DAYS PRIOR TO THE EVENT. TOURNAMENTS THAT DO NOT GET THEIR INSURANCE RIDER IN PRIOR TO THE DEADLINE WILL NOT BE ELIGIBLE FOR THE FUNDING APPROVED BY FKFT, INC. IN THAT FISCAL YEAR!

EXHIBIT B

BOILER PLATE AGREEMENT FOR FISHING EVENTS

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 **Organization/Entity** ("Event Sponsor") on this ____ day of _____, 200_.

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 \$_____ (**Number of Dollars**) for promotion and related expenditures **effective October 1, 200_**, as described in the event budget, attached hereto as **Exhibit "D"**, for production of **the (Name of Tournament and date of Tournament)** ("Event"). **No amendments shall be made to Exhibit "D" after approval of contract.** 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 shall not exceed 15% of the total budget and 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 D

3. Event Sponsor shall provide promotion and related services as described in the Sponsor's **Schedule of Events, Exhibit "C"**, 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, 200_. 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 (insert date of 90 days after last day of Event). **A list of Acceptable Event Marketing Expenses is attached to the contract as Exhibit "A"**.

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. Indemnification: Event Sponsor covenants and agrees to indemnify and hold harmless Monroe County, the Tourist Development Council, the 3406 North Roosevelt Corporation (Visit Florida Keys), their officers, employees and agents 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.

7. Claims and Venue: Event Sponsor agrees to notify County immediately of any claims suits, or action made against the Event Sponsor that is related to the activity under this agreement, and will cooperate with County in the investigation arising as a result of any action, suit, or claim related to this Agreement. Any legal proceedings arising out of this agreement

shall be in accordance with the laws of the state of Florida in the 16th Judicial Circuit for Monroe County; venue shall be in Monroe County, Florida.

8. Event Sponsor shall maintain records pursuant to generally accepted accounting principles for four (4) years after the Event and shall permit County and its agents and employees access to said records at reasonable times.

9. 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.

10. 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.

11. 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.

12. 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.

13. **Logo: Logo Usage guidelines are attached to this contract as Exhibit "B".** All promotional literature and display advertising with the exception of generic advertising must display the "Florida Keys & Key West Come As You Are" logo/trade mark (**as per attached logo sample**). This logo/trade mark was adopted by the TDC and County in December 2006.

In-County Logo: The logo that includes the "Monroe County Tourist Development Council" designation is to be utilized in all approved in-county print newspaper ads, magazine ads, street banners, posters and other approved signage efforts. Radio commercials should include "Brought to you by The Monroe County Tourist Development Council". To seek approval, clarification and/or logo in electronic format (.eps or .jpg file), contact Sharon Joseph or John Underwood with Tinsley Advertising at 305-856-6060.

Out of County Logo: The out of county logo does NOT include the “Monroe County Tourist Development Council” designation and is to be utilized in all other efforts including any approved out-of-county print newspaper ads, magazine ads, television commercials, internet advertising (banners, buttons, e-mail blasts), direct mail promotions (brochures and pamphlets) and any approved promotional items including programs, T-shirts, hats, jackets, trophies and koozie cups. Radio commercials should include “Brought to you by The Monroe County Tourist Development Council”. To seek approval, clarification and/or logo in electronic format (eps. Or .jpg file), contact Sharon Joseph or John Underwood at Tinsley Advertising at 305-856-6060.

14. 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:

>> Continued

* **\$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.

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. The Event Sponsor'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 Sponsor's General Liability policy.

15. 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.

(SEAL)

Attest: Danny L. Kolhage, Clerk

Deputy Clerk
(CORPORATE SEAL)
Attest:
By: _____
Secretary

Print Name
OR

(1) Witness

Print Name

(2) Witness

Print Name

Board of County Commissioners
of Monroe County

Mayor/Chairman
(Organization/Entity)

By _____
President/Event Sponsor

Print Name
Date: _____

Acceptable Event Marketing Expenses
(Destination/TurnKey/Cultural/Fishing Events)

BOCC 9/20/06

ADVISORY COMMITTEES (UMBRELLAS/DISTRICT ADVISORY COMMITTEES) AND EVENT COORDINATORS' RESPONSIBILITY: It is the responsibility of the Advisory Committees (Umbrella/District Advisory Committees (DAC) and Event Coordinators to keep apprised of all Monroe County Tourist Development Council's policies and procedures pertaining to event funding. 01/22/92

When DAC event proposals are received, they will be distributed to DACs for review and recommendations to the TDC. Upon approval of the TDC of any event funding recommendations, a contract will be entered into by the applicant and BOCC. The BOCC has final approval of all contracts.

Any Request for Proposal (RFP) response received after the specified deadline, as determined within the RFP, will not be accepted. TDC 7/21/93 This policy mirrors that of the Board of County Commissioners. BOCC 9/8/93

EVENT FUNDING: The TDC has established several categories of events that may receive funding. There are four categories of events that may receive funding from the TDC; Destination Events; Turnkey Events; Cultural Events and Fishing Events.

All advertising and promotional items shall follow the logo/guidelines for the Monroe County Tourist Development Council.

TDC funded items are **NOT** to be sold. 9/14/94

Only the items listed will be reimbursed for the described events. All event coordinators will receive a reimbursement/direct payment packet that includes an executed copy of the funding agreement. The packet provides guidelines required for reimbursement/direct payment of Acceptable Event Marketing Expenses.

No individual applications for Event funding will be considered out of the Two Penny Event Fund other than the Umbrellas (Cultural, Fishing & Diving). 7/26/95

DESTINATION EVENTS: Destination events will be paid as per the scope of services within the contract and those acceptable items/expenses listed below. Destination events may utilize up to 10% of their approved line item budgets for in-county hard media and public relations. A general non-allocated line item is not to exceed 15% of the total budget and can only be utilized for acceptable TDC items as listed in this section. There cannot be more than a 10% deviation on the approved line item budget.

Media Placement & Production Costs: newspaper; magazines, radio; TV; website/internet advertising only²

Promotional Signs: posters and banners

Promotional Items: T-shirts; hats; jackets; koozie cups. Refer to Sales/Resale statement.

Direct Mail Promotions: brochures and pamphlets including postage/shipping. This is a direct mail promotional brochure/pamphlet utilized for pre-event advertising.

Programs: TDC will pay for an event program of listed or schedule of activities and information on the event, an amount not to exceed 50% of cost, including production and printing, of program as outlined in contract budget.

Public Relations: Public relations expenses that are approved by public relations agency of record.

TURNKEY EVENTS: TurnKey events will be paid based upon the scope of services within the contract.

CULTURAL/FISHING UMBRELLA EVENT FUNDING: Any event of a fishing or artistic/special/dramatic nature shall apply for funding under the appropriate umbrella organization.

Within the Cultural and Fishing Umbrella events funding process, the monies received by the event coordinator is to be used within the approved acceptable list of TDC expenses listed below without any restriction as to out-of-county advertising. Each Umbrella shall appropriate a minimum of 30% of the funds of the Umbrella for out-of-county advertising and public relations. 70% or the remainder that has not been allocated to the advertising/public relations agencies of record within the Umbrellas, shall be allocated by the Umbrella to the applicants for event funding. The budget, which is included with the application, will be individually reviewed by the Umbrella, the applicant and the advertising/public relations agencies of record. There cannot be more than a 10% deviation on the approved line item budget. No amendments to budgets will be permitted after this approval process. 9/14/94 General non allocated line item is not to exceed 15% of the total budget and can only be utilized for acceptable TDC items listed below.

If an Umbrella does not allocate all the funds earmarked for direct event funding within a district, the remaining funds shall be allocated and utilized to advertise that specific district as recommended by the Umbrella committee.

Any event receiving funding under the Umbrella organization will not be eligible for additional funding under another TDC event category. 08/14/91

CULTURAL EVENTS:

Media Placement & Production Costs: newspaper; magazines, radio; TV; website/internet advertising only²

Promotional Signs: posters and banners

Promotional Items: T-shirts; hats; jackets; koozie cups. Refer to Sales/Resale statement.

Direct Mail Promotions: brochures and pamphlets including postage/shipping. This is a direct mail promotional brochure/pamphlet utilized for pre-event advertising.

Programs: TDC will pay for an event program of listed or schedule of activities and information on the event, an amount not to exceed 50% of cost, including production and printing, of program as outlined in contract budget.

Public Relations: Public relations expenses that are approved by public relations agency of record.

FISHING EVENTS:

Media Placement & Production Costs: newspaper; magazines, radio; TV; website/internet advertising only²

Promotional Signs: posters and banners

Promotional Items: T-shirts; hats; jackets; koozie cups; trophies/awards (Fishing Tournaments only) ¹. Refer to Sales/Resale statement.

Direct Mail Promotions: brochures and pamphlets including postage/shipping . This is a direct mail promotional brochure/pamphlet utilized for pre-event advertising.

Programs: TDC will pay for an event program of listed or schedule of activities and information on the event, an amount not to exceed 50% of cost, including production and printing, of program as outlined in contract budget.

Public Relations: Public relations expenses that are approved by public relations agency of record.

¹ **TROPHIES:** framed art work, framed photography, engraved crystal and glass, plaques, trophies, sculptures (fiberglass, metal, glass & wood) and framed certificates shall constitute a trophy. All such trophies must include the appropriate information as outlined in the policies (tournament name, date, and location). 9/14/94 For TROPHY reimbursement, Tournament Directors must present the original invoice of the trophies, a notarized list of winners of the event, and a notarized list of the plates and/or glass etching from the engraving company. 8/20/03.

² **ADVERTISING THROUGH THE INTERNET:** The TDC will pay for Internet advertising on web sites (banners, buttons, website links), and E-mail blasts. Internet advertising links may go to the event website. Logo is required on banners and E-blasts. No payment will be made for development or operation (hosting) of website. BOCC 5/16/06

SALE/RESALE OF TDC FUNDED ITEMS: Items funded, including creative and resulting work product, by the BOCC/TDC, in accordance with Florida Public Records Law, are owned by the BOCC/TDC *and as such may not be sold.* 09/14/94

EXHIBIT B

Logo/Acknowledgement Usage Guidelines For Events Destination/TurnKey/Cultural/Fishing Events

BOCC 12/20/06

Color ads four (4) color processing printing 06/12/91

Black & white ads shall include the Florida Keys and Key West logo in PMS black. 06/12/91

Use on all printed material as listed under the Acceptable Event Marketing Expenses list

TV: logo must appear at the conclusion of commercial

Hats/t-shirts/jackets/koozie cups: must carry the "The Florida Keys & Key West" logo

Radio Advertising: No logo is required. All radio announcements must say "Brought to you by the Monroe County Tourist Development Council"

Trophies: Logos are not required on trophies.

In-County Logo

The below logo that includes the "Monroe County Tourist Development Council" designation is to be utilized in all approved in-county print newspaper ads, magazine ads, street banners, posters and other approved signage efforts. Radio commercials should include "Brought to you by The Monroe County Tourist Development Council".



MONROE COUNTY TOURIST DEVELOPMENT COUNCIL

To seek approval, clarification and/or logo in electronic format (.eps or .jpg file), contact Sharon Joseph or John Underwood with Tinsley Advertising at 305-856-6060.

Out-of-County Logo

The below logo that does NOT include the "Monroe County Tourist Development Council" designation is to be utilized in all other efforts including any approved out-of-county print newspaper ads, magazine ads, television commercials, internet advertising (banners, buttons, e-mail blasts), direct mail promotions (brochures and pamphlets) and any approved promotional items including programs, T-shirts, hats, jackets, trophies and koozie cups. Radio commercials should include "Brought to you by The Monroe County Tourist Development Council". To seek approval, clarification

and/or logo in electronic format (.eps or .jpg file), contact Sharon Joseph or John Underwood at Tinsley Advertising at 305-856-6060.

In-County Logo



Out-of-County Logo



EXHIBIT C

PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual s name and title)

for _____
(print name of entity submitting sworn statement)

who business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this

sworn statement: _____

I understand that a public entity crime as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understanding that convicted or conviction as defined in Paragraph 287.133(1)(b), Florida Statues, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an affiliate as defined in Paragraph 287.133(1)(1), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person or shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a person as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding

contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term person includes, those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement or one of more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officers determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICERS FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.0917, FLORIDA STATUTES FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known _____

OR Produced identification _____ Notary Public - State of _____

(Type of identification) My commission expires _____

(printed typed or stamped
commissioned name of notary public)

EXHIBIT D

REIMBURSEMENT PROCESS

BOCC 9/20/06

Please direct all your payment/reimbursement requests to the following address:

Monroe County Tourist Development Council
Monroe County Finance Department
P.O. Box 1398
Key West, FL. 33041
Phone: (305) 292-3536
Fax: (305) 295-3660

Within the Fishing Umbrella events funding process, the monies received by the event coordinator is to be used within the approved acceptable list of TDC expenses as listed in Exhibit G without any restriction as to out-of-county advertising. The budget, which is included with the application, will be individually reviewed by the Umbrella, the applicant and the advertising/public relations agencies of record. There cannot be more than a 10% deviation on the approved line item budget. No amendments to budgets will be permitted after this approval process. 9/14/94 General non allocated line item is not to exceed 15% of the total budget and can only be utilized for acceptable TDC items listed below.

Any Tournament receiving funding under the Umbrella organization will not be eligible for further funding under another event category. 08/14/91

TDC FUNDED ITEMS: Items funded by the TDC are not to be sold, including T-shirts, etc. 9/14/94

SUBMISSION OF REIMBURSEMENT/INVOICE REQUEST shall be within 90 days of the event. Tournaments that occur in July, August, & September have until September 30th of that year to request reimbursement. After September 30th the funding will not be available due to end of fiscal year.

It is the Tournament Director's responsibility to make sure all materials for reimbursement package have attached the Reimbursement Application and a sample of all items purchased and are in order for timely processing.

EXHIBIT D CONTINUED

DIRECT PAYMENT TO VENDORS: Original invoices shall be submitted for direct payment to vendors. Photocopies and faxes are not acceptable. If you contracted work that will be paid directly by the TDC to your vendor, please advise the supplier to specify the name of the event on the original invoice and complete a W-9 form (the federal form required for reporting purposes by Monroe County Finance Department in order to pay vendors – included with this information packet) for inclusion in the submission. All submissions for direct payment shall come through the event’s coordinator/manager, include supplier’s completed W-9 form, and be topped with a **completed and notarized Request for Reimbursement/Direct Payment coversheet**.

REIMBURSEMENTS: Reimbursement is paid to contract entity only as described in your contract. Reimbursement requests shall be accompanied by an original or a photocopy of the invoice. A **notarized** Request for Reimbursement/Direct Payment coversheet showing the charges involved, including check number, date and amount paid (or photocopies of the cancelled check) must be submitted. In the case of a purchase by credit card, a copy of the credit card statement plus proof of payment shall be submitted. If a *personal* credit card is used, further proof of payment by contract entity to the third party is required. Cancelled checks, when required, shall include a copy of the bank statement showing that the check has cleared and a copy of the actual check from statement back-up. All other personal information may be blacked out for privacy.

NEWSPAPER OR MAGAZINE ADS: (as approved by Tinsley Advertising) Submit complete newspaper/magazine page where the ad was published and date as proof of placement, together with the invoice from publication. An original invoice is required for a direct payment to vendors; if the contract entity has paid the invoice and is seeking reimbursement, a photocopy of the invoice and back up material is acceptable.

ADVERTISING THROUGH THE INTERNET: (as approved by Tinsley Advertising) A photocopy of the banner from the website showing the logo and an original invoice for a direct payment to vendor; if the banner invoice has been paid by the contract entity and is seeking reimbursement, a photocopy of invoice is acceptable. A photocopy of the E-blast showing the logo and an original invoice for a direct payment to vendor; if the E-blast invoice has been paid by the contract entity and is seeking reimbursement, a photocopy of the invoice is acceptable. A screen print showing the button and/or website link together with an original invoice for a direct payment to vendor; if the button and/or website link invoice has been paid by the contract entity and is seeking reimbursement, a photocopy of the invoice is acceptable.

BROCHURES, BANNERS, PAMPHLETS, POSTERS: (as approved by Tinsley Advertising) An original of the brochure, banner, pamphlet, or poster shall be attached to the invoice as backup. If the size of the piece precludes inclusion as backup, photos of the piece, clearly showing all lettering and logos, will be accepted. An original invoice is required for a direct payment to vendors; if the contract entity has paid the invoice and is seeking reimbursement , a photocopy of the invoice is acceptable.

PROGRAMS: (as approved by Tinsley Advertising): TDC will pay for an event program of listed or schedule of activities and information on the event, an amount not to exceed 50%, include production and printing. An original of the program shall be attached to the invoice as backup. An original copy of the invoice is required for direct payment to vendors; if the contract entity has paid the invoice and is seeking reimbursement, a copy of the invoice is acceptable.

PHOTO PROGRAM PROCESSING: (as approved by Stuart Newman Associates) The receipt or invoice shall be attached to a contact sheet. An original invoice is required for a direct payment to vendors; if the contract entity has paid the invoice and is seeking reimbursement, a photocopy of the invoice is acceptable.

RADIO ADS: (as approved by Tinsley Advertising) An invoice and ad script shall be attached to radio station form showing dates and times of airing, or notarized affidavit from radio station substantiating the air date and times. An original invoice is required for a direct payment to vendors; if the contract entity has paid the invoice and is seeking reimbursement, a photocopy of the invoice is acceptable.

T-SHIRTS, HATS, JACKETS, KOOZIE CUPS: (as approved by Tinsley Advertising) A photocopy of the front and/or back of the T-shirt showing the logo, event and date shall be attached to the invoice when requesting payment or reimbursement. The original invoice is required for a direct payment to vendors; if the contract entity has paid the invoice and is seeking reimbursement, photocopy of the invoice is acceptable.

TROPHIES: framed art work, framed photography, engraved crystal and glass, plaques, trophies, sculptures (fiberglass, metal, glass & wood) and framed certificates shall constitute a trophy. All such trophies must include the appropriate information as outlined in the policies (tournament name, date, and location). 9/14/94 For TROPHY reimbursement, Tournament Directors must present the original invoice of the trophies, a notarized list of winners of the event, and a notarized list of the plates and/or glass etching from the engraving company. 8/20/03.

ADVERTISING THROUGH THE INTERNET: The TDC will pay for Internet advertising on web sites (banners, buttons, website links), and E-mail blasts. Internet advertising links may go to the event website. Logo is required on banners and E-blasts. No payment will be made for development or operation (hosting) of website. BOCC 5/16/06

SALE/RESALE OF TDC FUNDED ITEMS: Items funded, including creative and resulting work product, by the BOCC/TDC, in accordance with Florida Public Records Law, are owned by the BOCC/TDC *and as such may not be sold.* 09/14/94

EXHIBIT F
FISHING UMBRELLA LOGO USAGE
BOCC 12/20/06

Use on all ads, color or b/w.

On all printed material - including brochures, pamphlets, posters - Two logos (TDC & FKFT, Inc.) must be used. BOCC 9/20/06

[All other approved sponsors (Yamaha) will be used in generic advertising & collateral]

T.V. - logos must appear at the conclusion of commercial.

Radio - no logo; mention sponsors in spot, i.e., "Brought to you by the Monroe County Tourist Development Council."

Videos - use all logos (Fishing Umbrella generic advertising only) BOCC 9/20/06

Trophies - only use the tournament name, date & location.

Banners - TDC logo only (Florida Keys & Key West).

T-shirts, Hats, Jackets, Koozie Cups - Use TDC logo. 12-11-96

Embroidery – only use tournament logo & location (Key West, etc) TDC approved 8/13/03



Florida Keys and Key West Logo: The Florida Keys and Key West logo shall appear as follows:

In-County Logo

The below logo that includes the "Monroe County Tourist Development Council" designation is to be utilized in all approved in-county print newspaper ads, magazine ads, street banners, posters and other approved signage efforts. Radio commercials should include "Brought to you by The Monroe County Tourist Development Council". To seek approval, clarification and/or logo in electronic format (eps or jpg file), contact Sharon Joseph or John Underwood with Tinsley Advertising at 305-856-6060.



Out-of-County Logo

The below logo that does NOT include the "Monroe County Tourist Development Council" designation is to be utilized in all other efforts including any approved out-of-county print newspaper ads, magazine ads, television commercials, internet advertising (banners, buttons, e-mail blasts), direct mail promotions (brochures and pamphlets) and any approved promotional items including programs, T-shirts, hats, jackets, trophies and koozie cups. Radio commercials should include "Brought to you by The Monroe County Tourist Development Council". To seek approval, clarification and/or logo in electronic format (eps or jpg file), contact Sharon Joseph or John Underwood at Tinsley Advertising at 305-856-6060.



The Advertising Agency will provide the logo to be placed in all advertising. If a charitable rate can be obtained, the decision to drop the logo shall be made through the discretion of the agencies, the Marketing Director and the event coordinator. 02/06/91

EXHIBIT G

ACCEPTABLE EVENT MARKETING EXPENSES

BOCC 9/20/06

Fishing Events: Definitions and procedures for fishing events can be found in the Monroe County TDC Operations Manual in Section IV-B, page 3.

Media Placement & Production Costs: newspaper; magazines, radio; TV; website/internet advertising only²

Promotional Signs: posters and banners

Promotional Items: T-shirts; hats; jackets; koozie cups; trophies/awards (Fishing Tournaments only)¹. Refer to Sales/Resale statement in Section II, Page 16.

Direct Mail Promotions: brochures and pamphlets including postage/shipping . This is a direct mail promotional brochure/pamphlet utilized for pre-event advertising.

Programs: TDC will pay for an event program of listed or schedule of activities and information on the event, an amount not to exceed 50% of cost, including production and printing, of program as outlined in contract budget.

Public Relations: Public relations expenses that are approved by public relations agency of record.

¹ **TROPHIES:** framed art work, framed photography, engraved crystal and glass, plaques, trophies, sculptures (fiberglass, metal, glass & wood) and framed certificates shall constitute a trophy. All such trophies must include the appropriate information as outlined in the policies (tournament name, date, and location). 9/14/94 For TROPHY reimbursement, Tournament Directors must present the original invoice of the trophies, a notarized list of winners of the event, and a notarized list of the plates and/or glass etching from the engraving company. 8/20/03.

² **ADVERTISING THROUGH THE INTERNET:** The TDC will pay for Internet advertising on web sites (banners, buttons, website links), and E-mail blasts. Internet advertising links may go to the event website. Logo is required on banners and E-blasts. No payment will be made for development or operation (hosting) of website. BOCC 5/16/06

SALE/RESALE OF TDC FUNDED ITEMS: Items funded, including creative and resulting work product, by the BOCC/TDC, in accordance with Florida Public Records Law, are owned by the BOCC/TDC *and as such may not be sold.* 09/14/94

Events Procedures - Fishing
>> Continued