

**AGREEMENT FOR
SPORT TOURISM MARKETING SERVICES**

THIS AGREEMENT is entered into by and between the County of Manatee, a political subdivision of the State of Florida, hereinafter referred to as the "County" with offices located at 1112 Manatee Avenue West, Bradenton, FL, 34205-7804 and OAN Events and Sports Marketing, Inc., hereinafter referred to as "Contractor," duly authorized to conduct business in the State of Florida, with offices located at 1504 82nd Street NW, Bradenton, FL 34209.

WHEREAS, the County has determined that it is necessary, expedient and in the best interest of the County to retain, obtain or employ the Contractor to render and perform sport tourism marketing services in the manner set forth in this Agreement; and

WHEREAS, the County caused a public announcement to be made, distributed and published, requesting proposal (RFP #09-2260FL), for the selection of a provider of professional services in the manner set forth in this Agreement.

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

ARTICLE 1: SCOPE OF SERVICE.

The Contractor covenants and represents to County that Contractor shall provide the services as described in Attachment A, hereinafter referred to as the "Scope of Services."

ARTICLE 2: CONTRACT DOCUMENTS.

The Contractor shall comply with the following attachments which are attached and made a part of this Agreement:

- Attachment "A" --- Scope of Services
- Attachment "B" --- Compensation & Payments
- Attachment "C" --- Special Conditions
- Attachment "D" --- Insurance Certificate

In the event of a conflict between the terms and conditions provided in Articles in this part of the Agreement and any attachment or exhibit, the Provisions contained within these Articles shall prevail unless the term or provision in the attachment or exhibit specifically states that it shall prevail.

ARTICLE 3: LIMITATION OF COSTS AND PAYMENTS.

Contractor shall be paid by County an amount in accordance with Attachment B for the provision of the Scope of Services. Contractor has been advised that no Contractor or

employee of the County may authorize an increase in the above amount as evidenced by the initials of Contractor's representative in the margin. Any increase in total compensation must be authorized in writing by the Board of County Commissioners.

ARTICLE 4: CONTRACT TERM.

- A. Unless renewed or terminated as provided in this Agreement, this Agreement shall be for a period of three years, commencing with the execution of this agreement.
- B. Renewals or extensions of this Agreement, if any, shall be specified in Attachment C, Special Conditions.

ARTICLE 5: TERMINATION.

- A. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than thirty (30) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to Contractor upon determining that Contractor has failed to comply with the terms of this Agreement and failed to institute effective measures to correct such noncompliance within ten (10) days after receiving written notice of such noncompliance. If Contractor fails to comply with the terms of this Agreement, the Contract Administrator may, upon written notification to Contractor withhold payment until Contractor complies with the conditions or terms. The notice shall specify the manner in which the Contractor has failed to comply with this Agreement.
- B. Upon expiration or termination of this Agreement for any reason, the Contractor shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. Contractor's final request for payment and other documents required shall be submitted to County within fifteen (15) calendar days after termination of this Agreement. County shall not be responsible for any charges, claims or demands not received within the fifteen (15) day period.

ARTICLE 6: NOTICES.

All notices or written communications required or permitted hereunder shall be deemed to have been given when received if hand delivered or deposited in the U.S. mail, postage paid and addressed as follows:

If mailed to Contractor: OAN Events and Sports Marketing, Inc.
Attn: Joseph Pickett, President
1504 82nd Street NW
Bradenton, FL 34209

If by hand delivery: OAN Events and Sports Marketing, Inc.
Attn: Joseph Pickett, President
1504 82nd Street NW
Bradenton, FL 34209

If mailed to County: Manatee County Government
Attn.: Larry White, Director
Convention and Visitors Bureau
One Haben Blvd.
Palmetto, FL 34221

If by hand delivery: Manatee County Government
Attn.: Larry White, Director
Convention and Visitors Bureau
One Haben Blvd.
Palmetto, FL 34221

Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery.

ARTICLE 7: GENERAL CONDITIONS.

A: MAINTENANCE OF RECORDS.

- i. Contractor shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by County to assure proper accounting of funds and compliance with the provisions of this Agreement.
- ii. Contractor shall provide County all necessary information, records and contracts required by this Agreement as requested by County for monitoring and evaluating services. Contractor's information shall be made available to County for audit, inspection or copying during normal business hours and as often as County may deem necessary, except for client records protected by client confidentiality rules or regulations established by State or Federal law. In cases where client confidentiality applies, Contractor shall provide requested records in a fashion which maintains confidentiality. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement made by any local, State or Federal Agency. Contractor shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations; in the

absence of any other requirement, such records and supporting documents will be retained by Contractor for at least three (3) years after the termination of this Agreement.

- B: **COMPLIANCE WITH LAWS; NONDISCRIMINATING.** The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally Contractor covenants and agrees that no person shall on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by agency, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County.
- C: **LICENSES.** Contractor shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to the County within ten days after receipt by Contractor.
- D: **CONTRACTUAL LIABILITY.** The relationship of the Contractor to the County shall be that of an independent Contractor. Nothing herein contained shall be construed as vesting or delegating to the Contractor or any of the officers, employees, personnel, Contractors, or subcontractors of the Contractor any rights, interest or status as an employee of the County. The County shall not be liable to any person, firm or corporation that is employed by contracts with or provides goods or services to the Contractor in connection with the Scope of Services or for debts or claims accruing to such parties. Contractor shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.
- E: **SUBCONTRACTORS.** Contractor agrees that the Scope of Services shall be provided by employees of Contractor or subcontractors. Nothing herein shall preclude employment of personnel through a lease or similar arrangement with the approval of County's representative, or contracts or leases for materials, supplies, facilities and other support services for Contractor's Scope of Services.
- F: **NON-ASSIGNABILITY.** Contractor may not assign, transfer, or encumber this Agreement or any right or interest in this Agreement.
- G: **CONTRACTOR'S REPRESENTATIVES.** Within thirty (30) days from the date of execution of this Agreement by both parties, Contractor shall provide the County with a list of representatives authorized to act on behalf of the Contractor.

H: **FORCE MAJEURE.** The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Federal or State Government law or regulation, acts of nature, acts or omissions of the other party, Federal or State Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

ARTICLE 8: INDEMNIFICATION.

Contractor shall indemnify, keep and save harmless the County, its Contractors, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may accrue against the County arising out of the performance of or failure to perform the Scope of Services required by this Agreement or the terms of this Agreement, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or its employees, or of the subcontractors or its employees, if any. Contractor shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

The indemnity hereunder shall continue until such time as any and all claims arising out of Contractor's performance or failure to perform under this Agreement have been finally settled, regardless of when such claims are made.

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County at once shall give notice thereof in writing to Contractor at the above listed address. Upon receipt of notice, Contractor, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgment against the County. Nothing in this Agreement shall be deemed to affect County's right to provide its own defense at its own expense or to recover from Contractor attorney's fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

ARTICLE 9: INSURANCE.

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor

shall, at the Contractor's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the nature and type represented by the Certificates of Insurance attached hereto as Attachment D. Commercial general liability insurance shall be carried in an amount not less than \$1,000,000 aggregate. Upon due notice from County, Contractor shall procure additional insurance as may reasonable be requested by the County to protect the County from liability.

Until such time as the insurance is no longer required, the Contractor shall provide the County with renewal or replacement certificates of insurance not less than 15 days prior to the expiration or replacement of the insurance for which a previous certificate has been provided. In the event a renewal or replacement certificate is not available Contractor shall, not less than 15 days prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

Manatee County, a political subdivision of the State of Florida, shall be named as an additional insured on the certificate of insurance evidencing commercial general liability coverage. Further, Manatee County will be provided with copies of all underlying additional insured endorsements. County shall be under no obligation to pay Contractor for any services provided or for any costs associated with Contractor's Scope of Services for any period of time not covered by the insured required under this Agreement.

ARTICLE 10: COUNTY'S CONTRACT ADMINISTRATOR.

Larry White, Director, Manatee County Convention and Civic Center or such other employee as may be designated in writing by the County's Purchasing Manager shall serve as County's Contract Administrator and is authorized to interpret this Contract and designate such additional employees as may be required to monitor Contractor's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. Disputes over any provision not satisfactorily resolved with the Contract Administrator shall be referred to the Purchasing Manager or his designee.

ARTICLE 11: CONSENT TO JURISDICTION, VENUE AND SERVICE.

The Contractor consents and agrees that all legal proceedings related to the subject matter of this Agreement shall be maintained in courts sitting within the State of Florida. The Contractor further consents and agrees venue for state court proceedings shall be in Manatee County, Florida.

ARTICLE 12: AMENDMENTS.

This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed by the governing bodies of both parties.

ARTICLE 13: SEVERABILITY.

In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof, but shall be confined solely to the paragraphs involved in such decision.

ARTICLE 14: HEADINGS.

All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 15: AUTHORITY TO EXECUTE.

Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, by their authorized representatives.

WITNESSES:

Sign Name: [Signature]
Print Name: Frank S. Lamberton

OAN EVENTS AND SPORTS
MARKETING, INC.
By: [Signature]
Print Name: Joseph Pickett
Title: Pres.
Phone Number: 941-224-7344

RECOMMENDED BY BRADENTON AREA CONVENTION AND VISITORS BUREAU

By: [Signature]
Larry White, Director

COUNTY OF MANATEE

Authority to execute this contract per Manatee County Code of Law, Chapter 2-26, and per the delegation by the County Administrator effective 8/10/2009.

By: [Signature]
R. C. "Rob" Cuthbert, C.P.M.; CPPO;
Purchasing Manager

ACCEPTED IN OPEN SESSION

NOV 03 2009

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

ATTACHMENT "A" - SCOPE OF SERVICES:

A.01 GENERAL SCOPE

The Bradenton Area Convention and Visitors Bureau (BACVB) requires Sport Tourism Marketing Services. The contractor shall attend and represent the BACVB at various sports related meetings, conferences, luncheons, seminars and trade shows.

A.02 SPECIFIC REQUIREMENTS

- a. The contractor shall attend and represent the BACVB at various sport related meetings, conferences, luncheons, seminars, and trade shows as determined by the Bradenton Area Convention & Visitors Bureau, to include, but not limited to:
 1. National Association of Sports Commissions.
 2. Florida Sports Foundation
 3. Sports Events Meetings
 4. Teams Convention
 5. Sports Association Conferences, i.e., AAU, USSSA, NSA, ASA, etc.
- b. The contractor shall conduct state wide and national sales calls to potential sports promoters for Manatee County properties and facilities.
 1. Assist area hoteliers and facility managers with closing sports related tournaments.
 2. Arrange appointments and sales calls for the BACVB and area hoteliers in order to effectively leverage sports meetings and sport tournaments into this area.
- c. The contractor shall report to the BACVB on a monthly basis. Reports to include, but not limited to:
 1. List of all sales call during the period, to include name, e-mail address, mailing address, and telephone numbers of all sports groups.
 2. Updates for any sports business booked, or pending sports events in Manatee County during the period. This includes the type of event, estimated hotel room nights generated, number of teams/groups attending.

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3. A copy of all RFP's (Request for Proposal) generated for area facilities or hotel properties.
 4. Contractor shall report sales efforts to the Tourist Development Council, on a bi-monthly basis or as deemed necessary by the BACVB.
- d. Assist in maintaining a Manatee County sports calendar that will be accessible via a web-site.
 - e. The contractor shall maintain extensive knowledge of Manatee County hotels and event facilities, to include, but not limited to, meeting and banquet space, baseball/softball complexes, ice rinks and golf courses and the inventory for eco related sports.
 - f. Contractor shall have general knowledge of public transportation, car rental companies, area attractions and restaurants that will create partnerships with out-of-town business.
 - g. The contractor shall host and tour sports promoters, or event planners as determined by the BACVB.
 - h. The contractor would assist the BACVB in finding sponsorship for event funding. The contractor would know what benefits can and should be offered, and what to charge for sponsorships.

ATTACHMENT "B" – COMPENSATION & PAYMENTS:

The Contractor will submit monthly invoices to the County as required. Each invoice shall be accompanied by a monthly progress report. The amount of the monthly invoice shall be based on the following hour of consulting services and hourly rates, plus itemized direct expenses incurred by the Contractor.

President (Joseph Pickett) \$40.00

SCHEDULE OF REIMBURSABLE & ADDITIONAL CHARGES

Expense of reproduction beyond the costs associated with providing monthly status, invoices, reports and routine correspondence:

| | |
|-----------------------------------|------------------|
| Plan Sheet (24" x 36") | \$1.50 per sheet |
| Plan Sheet (oversize) | actual cost |
| Color Photo Copies (8-1/2" x 11") | \$.20 per page |
| Copy Machine Reproductions | \$.10 per copy |

Actual charges for long distance telephone calls, including applicable local, state and federal taxes.

Travel at the written request of County to be reimbursed in accordance with the limitations provided in Florida Statute 112.061.

| | |
|-------------------------------------|------------------|
| Per Diem | \$36.00 per day |
| Hotel Accommodations/Common Carrier | actual cost |
| Mileage | \$.44.5 per mile |

Actual charges for application fees charged in the process of obtaining the permits outlined in the scope of work as documented by copies of original invoices.

ATTACHMENT "C" – SPECIAL CONDITIONS

1. After the initial three (3) year term, this agreement may be renewed for two (2) additional one (1) year option periods. Such renewable shall be in writing, and executed by the Contractor's representative and the Board of County Commissioners in the form of an amendment to the Agreement.

ATTACHMENT "D" – INSURANCE CERTIFICATE

Client#: 1383020

04OANEVE

| | | |
|---|---|--|
| ACORD™ CERTIFICATE OF LIABILITY INSURANCE | | DATE (MM/DD/YYYY) 10/20/2009 |
| PRODUCER BB&T Insurance-Service Center 414 Gallimore Dairy Road Suite F Greensboro, NC 27409 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| INSURED OAN Events & Sports Marketing Inc 1504 82nd Street NW Bradenton, FL 34209 | INSURERS AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Com INSURER B: INSURER C: INSURER D: INSURER E: | NAIC # 29424 |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|----------|-------------|--|----------------------|------------------------------------|-------------------------------------|---|
| A | X | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | BINDER8277684 | 10/20/2009 | 10/20/2010 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 |
| | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| | | EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below | | | | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| | | OTHER | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder is listed as an Additional Insured under form SS 00 08 04/05 as required by contract or agreement and subject to the policy forms, conditions and exclusions.

CERTIFICATE HOLDER

CANCELLATION 10 Days for Non-Payment

| | |
|--|--|
| Manatee Convention Center Attn: Sharon Kingston One Haben Blvd Palmetto, FL 34221 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>45</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Maia S. Braswell</i> |
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.