

AMENDMENT No.3
to
AGREEMENT BETWEEN MANATEE COUNTY
and
CORPORATE CONNECTION AUDIO VISUAL, INC.
for
PROFESSIONAL AUDIO VISUAL SERVICES

THIS Amendment No.3 to the Agreement, is made and entered into by and between the **COUNTY OF MANATEE**, a political subdivision of the state of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County," with mailing address at 1112 Manatee Avenue West, Bradenton, Florida 34205 and **CORPORATE CONNECTION AUDIO VISUAL, INC. (CCAV)**, hereinafter referred to as the "Contractor", duly authorized to conduct business in the state of Florida, with offices located at 1885-A Porter Lake Drive, Sarasota, Florida 34240.

WHEREAS, on March 6, 2012 the County executed a revenue generating Agreement (No. 11-1071DW) with CCAV to provide professional audio visual services for clients of the Bradenton Area Convention and Visitors Bureau (BACVB); and

WHEREAS, on June 22, 2012 the County executed Amendment No.1 clarifying commission payments to the County being exempt for County sponsored meetings receiving a 75% discount; and

WHEREAS, on October 2, 2012 the County executed Amendment No.2 to include the Powel Crosley Estate Foundation as a partner with the County; therefore, services performed by contractor are not subject to commission payment; and

WHEREAS, pursuant to Article 4 of the Agreement, the Agreement shall remain in effect for a period of one year but may be renewed for four additional one-year periods; and

WHEREAS, the Agreement Attachment "B", Payments to the County, specifies compensation and payment terms for services rendered; and

WHEREAS, the County has determined a need for the services beyond the one year period ending March 5, 2013 and re-negotiation of compensation and payment terms; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived, the parties hereto agree as follows:

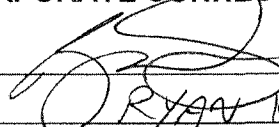


1. The duration of the Agreement shall be extended by one year commencing March 6, 2013 and ending March 5, 2014.
2. The Agreement Exhibit "B" has been negotiated and is revised per the attached Fee Schedule titled, Exhibit "B" Revised.
3. All other terms and conditions of the Agreement shall remain in full force and effect during the term of the Agreement. There are three remaining optional renewal periods, each for one year.

The parties hereto have caused this **Amendment No.3 to the Agreement (#11-1071DW) for Professional Audio Visual Services** to be fully executed by their authorized representatives.

CORPORATE CONNECTION AUDIO VISUAL, INC.

By: _____


RYAN KIRBY - PRESIDENT
(Print Name and Title of Above Signer)

Date: _____

2/1/13

COUNTY OF MANATEE, FLORIDA

By: _____


Melissa M. Wendel, CPPO
Purchasing Official

Date: _____

02/06/2013

AMENDMENT No.3
AGREEMENT #11-2628DW
PROFESSIONAL AUDIO VISUAL SERVICES

**ATTACHMENT "B" REVISED
FEE SCHEDULE**

COMMISSION TO THE COUNTY:

1. The CONTRACTOR shall remit monthly payments to the COUNTY of ten percent (10%) of the total gross receipts less sales taxes of all applicable events over \$65 in value. Payment shall be paid by the fifteenth (15th) business day the following month (due date), with interest accruing after ten (10) calendar days.

To coincide with the above monthly payments, a copy of the CONTRACTOR'S receipts shall be submitted to the BACVB on or before the fifteenth (15th) of each month for the previous month.

In the event CONTRACTOR fails to pay COUNTY any of the fees or charges due under the provisions of this Agreement, interest at one and one half percent (1 ½ %) per month shall accrue against each delinquent payment until same is paid. Interest shall be charged from the date payment is due. Neither the inclusion of this provision, nor its implementation, shall preclude the COUNTY from terminating this Agreement for default or from pursuing any other remedies as provided herein or by law. The COUNTY'S acceptance of late payment of any fees or charges shall not constitute a waiver of COUNTY'S right to terminate this Agreement in the event of any subsequent default by CONTRACTOR in the payment of any fees or charges on the date the same shall be due and payable.

2. CONTRACTOR shall remit monthly payments to the CVB Finance Office in the form of a check payable to the Manatee County Board of County Commissioners.

PAYMENT TO THE CONTRACTOR:

1. COUNTY sponsored meetings shall receive a seventy-five percent (75%) discount off equipment only. Service Charge of 15% is applied to gross amount.
 - a. All COUNTY meetings will be deemed "High Profile" and will have a mandatory technician in the room for the duration of the meeting. The technician shall be billed at the standard hourly rate for actual hours of service.
2. COUNTY Leadership (Quarterly) Meetings at BACVB will be at the set fee of \$195 (no Service Charge). Set up to include: Screen, projector, speakers, wireless Mic, in-house podium, and technician.

Quarterly 2013 Dates: March 6th, June 5th, September 4th, and December 4th.

(R)

3. Basic Packages (available to all clients):
 - a. Basic 1: Set fee of \$99 plus 15% Service Charge
Maximum 60 persons, Single Mic, Wired Mic to in-house podium.
 - b. Basic 2: Set fee of \$150 for first day plus 15% Service Charge; \$75 each additional day plus 15% Service Charge.
Center Cluster with wired Mic for Full Hall announcements only.
Half Hall events include two (2) speaker PAs at the same fee rate.
4. Contractor to provide price list (with the approval of the County) for all other services and equipment. Prospective clients will be referred to Contractor for confirmed pricing.

DEFINITIONS:

1. Gross Receipt: All applicable labor and service charges minus sales taxes. Cross rental costs are included in gross receipts.
2. Service Charge: All orders are subject to a 15% Service Charge or \$20 minimum for basic setup, Meet and Greet, and teardown of equipment. Additional labor charges for more complicated equipment or last minute request will be billed at the appropriate hourly rate.
3. Cross Rental: Any items above and beyond the standard equipment that may be acquired as a special order for an individual client. To assure validity, paid receipts for cross rental and associated freight charges shall be submitted with monthly receipts.
4. In-House: Any COUNTY employee, Department, or County Partner that secures meeting space at a discounted rate from the BACVB.

From: deborah.carey-reed@mymanatee.org
To: [Vicki Tessmer](#)
Subject: Amendment #3 to Agreement for Professional Audio Visual Services
Date: Thursday, February 07, 2013 5:08:46 PM
Attachments: [agreement_amend3.audio_visual.cav.pdf](#)

Hello Vicki

Please accept the executed Amendment No.3 extending the contract term to 03/05/2014 for Professional Audio Visual Services with Corporate Connection Audio Visual, Inc., (CCAV) per the Manatee County Code of Laws .

INSTRUCTION TO BOARD RECORDS

Please send a confirmation of the Recording to:

- Deborah Carey-Reed, Purchasing

Thank you. If you require any additional information, please call me at extension 3074.

Deborah

Deborah Carey-Reed

Contracts Negotiator
Purchasing Division x3074

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

From: [Robin Liberty](#)
To: ["deborah.carey-reed@mymanatee.org"](mailto:deborah.carey-reed@mymanatee.org)
Subject: Clerk's Consent 2/26/13: Professional Audio Visual Services - Amendment 3
Date: Wednesday, February 27, 2013 12:13:00 PM
Attachments: [BCC20130226DOCC506.pdf](#)

Good Afternoon,

Attached is Amendment 3 to Agreement with Corporate Connection Audio Visual, Inc., (CCAV), **stamped Accepted** by the Board of County Commissioners on 2/26/13.

Robin Liberty
Board Records
For R.B. "Chips" Shore
Manatee County Clerk of the Circuit Court & Comptroller
www.manateeclerk.com
robin.liberty@manateeclerk.com
941-749-1800, ext. 4179

"Pride in Service with a Vision to the Future"