

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: City of Altamonte Springs Tourist Tax Funding Agreement

DEPARTMENT: Tourism Development **DIVISION:** _____

AUTHORIZED BY: Suzan Bunn **CONTACT:** Kathryn Townsend **EXT.** 2905

Agenda Date 6-24-03	Regular <input checked="" type="checkbox"/>	Consent <input type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>	Public Hearing – 7:00 <input type="checkbox"/>		

MOTION/RECOMMENDATION:

- a) Approve and authorize Chairman to execute Agreement between Seminole County and the City of Altamonte Springs for sports promotion and advertisement in the amount of \$50,000; or
- b) Approve at a lesser amount (i.e. \$25,000); or
- c) Deny the request for the current fiscal year and consider the matter as part of the upcoming budget process for FY 03/04.

BACKGROUND:

This is a request that was brought to the Board for consideration in December 2002. The proposal was not approved by the Board, but it was requested that the matter be brought back at a later date.

Altamonte Sports, which is part of the Leisure Services Department of the City of Altamonte Springs, is a sports agency whose mission is to promote and procure sports events in the Central Florida area. They have been promoting and running successful events for three years. Seminole County has supported some of their events including the Babe Ruth World Series, Women's Olympic Softball Exhibition games and the Disabled Water Ski event. Altamonte Sports strives to attract a variety of international, national, regional and local sports events which have generated the following economic impact on Seminole County:

1999-2000 - 390 total room nights/\$543,000
 2000-2001 – 2,300 total room nights/\$1,174,448
 2001-2002 –2,595 total room nights/\$2,399,642

Reviewed by:	<u>[Signature]</u>
Co Atty:	<u>[Signature]</u>
DFS:	<u>[Signature]</u>
Other:	_____
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No. –	_____
CTD01	_____

While the Board has a number of options available regarding this funding request, the County Manager is not recommending funding at this time. It is the County Manager's recommendation that the matter be considered for funding as part of the upcoming budget cycle. The Tourist Development Council previously recommended funding in the amount of \$50,000. Funds are available in the Tourism Development budget for FY 02-03.

CITY OF ALTAMONTE SPRINGS TOURIST TAX FUNDING AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and the **CITY OF ALTAMONTE SPRINGS**, a municipality incorporated under the laws of the State of Florida, whose address is 624 Bills Lane, Altamonte Springs, Florida 32714, hereinafter referred to as "ALTAMONTE".

W I T N E S S E T H:

WHEREAS, the Florida State Legislature enacted *Section 125.0104, Florida Statutes*, known as the Local Option Tourist Development Act in response to the growing need of Florida counties to provide additional revenue sources for tourist development to stimulate the local economy; and

WHEREAS, the voters of Seminole County approved by referendum, the imposition of the Tourist Development Tax on transient rental accommodations in Seminole County; and

WHEREAS, the COUNTY, in coordination with the Tourist Development Council, appropriated Tourist Development Tax revenues to assist in advertising and promoting the Seminole County-based sports events to promote tourism in Seminole County.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the COUNTY and ALTAMONTE agree as follows:

Section 1. Term. The term of this Agreement is from October 1, 2002, through September 30, 2003, the date of signature by the parties notwithstanding, unless earlier terminated, as provided herein.

Section 2. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than

thirty (30) days' written notice to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that ALTAMONTE fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by ALTAMONTE after ALTAMONTE has received notice of termination. Upon said termination, ALTAMONTE shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder.

Section 3. Services.

(a) ALTAMONTE shall use funds from this Agreement to promote and advertise Seminole County tourism through the holding of Seminole County-based sports events, as described in Exhibit "A" "Project Expenses".

(b) The Seminole County Convention and Visitors Bureau logo with telephone number and web site address must appear on all promotional material for which reimbursement will be requested.

(c) ALTAMONTE shall submit proposed advertisement and promotional copy to the COUNTY for review and approval prior to publication. Advertising and promotional copy that has not been approved by the COUNTY shall not be eligible for reimbursement.

(d) Promotional packages sent out by ALTAMONTE for the events must contain a list of Seminole County hotels provided by the Seminole County Convention and Visitors Bureau or downloaded from the SCCVB website. No other hotel list may be included in the promotional packet. All such promotional packets must be approved by the County prior to distribution in order to qualify for reimbursement.

(e) ALTAMONTE is required to utilize the Event Questionnaire provided by the Seminole County Convention and Visitors Bureau. In order to qualify for reimbursement funds, ALTAMONTE must provide to the

Seminole County Convention and Visitors Bureau, after the event, a minimum number of questionnaires, completed in full by attendees at ALTAMONTE Tournaments; the minimum number of required questions must be equal to ten percent (10%) of the projected attendance at the event, as stated in the grant application, or one hundred fifty (150), whichever is greater. Incomplete or partial questionnaires will not count toward the refunded minimum number.

Failure to provide the required number of completed questionnaires or failure to utilize an approved form questionnaire shall result in both non-reimbursement of approved funds, but shall also directly impact future qualifications for Tourist Development Tax funding.

(f) In order to qualify for reimbursement under this Agreement, ALTAMONTE must submit written proof of liability coverage to the COUNTY upon execution of this Agreement.

(g) After-event preliminary statistics for room nights and economic impact must be submitted to the COUNTY no later than thirty (30) days after the event.

(h) A hotel poll reflecting an accurate accounting of room nights used for the event shall be conducted by ALTAMONTE and submitted to the COUNTY no later than two (2) weeks after the event.

(i) ALTAMONTE shall be required to have and maintain a website for the purpose of promoting tourism to and attendance at ALTAMONTE's sports events which receive funds pursuant to this Agreement. Said website(s) shall be linked to the Seminole County Tourism website (www.visitseminole.com) and such link shall be maintained throughout the duration of those events. In addition to said website, ALTAMONTE shall also create and maintain a direct weblink to the Seminole County Tourism website from its City Government site.

(j) Failure to comply with or failure to meet the requirements of said Section, including time deadlines, shall entitle the COUNTY to terminate this Agreement and withdraw all financial assistance rendered to ALTAMONTE by the COUNTY pursuant to this Agreement.

Section 4. Indemnity and Insurance.

(a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(b) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of the COUNTY and ALTAMONTE beyond the waiver provided for in *Section 768.28, Florida Statutes*.

(c) The waiver of a provision herein by either party shall not constitute the further waiver of said provision or the waiver of any other provision.

Section 5. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to ALTAMONTE a not to exceed amount of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) for all services provided hereunder by ALTAMONTE during the term of this Agreement, in accordance with requirements set forth herein. Qualified expenditures are reimbursable upon:

(a) Receipt by the COUNTY of a Request for Funds form, attached hereto and incorporated herein as Exhibit "B," from ALTAMONTE requesting all or part of the above amount. The Request for Funds form shall be completed properly and documentation attached including original invoices and copies of canceled checks. Such request by ALTAMONTE shall

only be for services specifically provided for herein necessary to serve Seminole County. Said Request for Funds form shall be submitted no later than ninety (90) days after the event. Failure to comply with this requirement shall result in termination of this Agreement and forfeiture of all financial assistance granted to ALTAMONTE under this Agreement.

(b) Verification by the Seminole County Tourism Development Director that ALTAMONTE is providing the services for which reimbursement is sought and has complied with the reporting requirements contained hereinafter;

(c) The final Request for Funds form shall be accompanied by a detailed report of the economic impact on the COUNTY resulting from the event or activity, funds for which have been provided hereunder. Such report shall include, but not be limited to, the actual number of hotel or motel rooms occupied, restaurant meals consumed and estimated goods and services expenditures; and

(d) Payment requests shall be sent to:

Original: Director
Seminole County Tourism Development
1230 Douglas Avenue, Suite 116
Longwood, Florida 32779

Duplicate: Director, Department of Finance
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

(e) Reimbursement shall be contingent upon ALTAMONTE's compliance with the requirements of this Section and shall be made by the COUNTY within thirty (30) days of the COUNTY's receipt of all timely proposed Request for Funds and accompanying documentation.

Section 6. Reporting Requirements. In the performance of this Agreement, ALTAMONTE shall maintain books, records and accounts of all activities in accordance with normal accounting procedures. ALTAMONTE

shall transmit and certify interim records with each Request for Funds form submitted to the COUNTY. Each Request for Funds form shall detail costs incurred. ALTAMONTE shall submit an interim Narrative Progress Report form, attached hereto and incorporated herein as Exhibit "C," with each Request for Funds form. Additionally, ALTAMONTE shall submit a final Narrative Progress Report form and a financial report within ninety (90) days of project completion or lapse or termination of this Agreement.

Section 7. Non-Allowable Costs. Non-reimbursable expenditures include, but are not limited to, legal, engineering, accounting, auditing, planning, marketing, or feasibility studies or other consulting services; real property or capital improvements; interest reduction in deficits and loans; prize money, scholarships, awards, plaques or certificates; private entertainment, lodging, food and beverages; and wages, salaries, administrative or travel expenses.

Section 8. Unavailability of Funds. ALTAMONTE acknowledges that Tourist Development Tax revenues are the source of funding for this Agreement and that no other COUNTY revenues shall or may be utilized to meet the COUNTY's obligations hereunder. If, for whatever reason, the funds pledged by the COUNTY to this program should become unavailable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to ALTAMONTE as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by ALTAMONTE after ALTAMONTE has received such notice of termination.

Section 9. Access to Records. ALTAMONTE shall allow the COUNTY, its duly authorized agent and the public access to such of ALTAMONTE's records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and

examination in accordance with Florida Statutes.

Section 10. Liaison. ALTAMONTE shall submit the originals of the Request for Funds form, the Narrative Progress Report form and any other required reports or correspondence to the following:

Director
Seminole County Tourism Development
1230 Douglas Avenue, Suite 116
Longwood, Florida 32779

Section 11. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Director
Seminole County Tourism Development
1230 Douglas Avenue, Suite 116
Longwood, Florida 32779

For ALTAMONTE:

Phillip Penland, City Manager
City of Altamonte Springs
624 Bills Lane
Altamonte Springs, Florida 32714

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 12. Assignments. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

Section 13. Entire Agreement.

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in

writing and duly signed by the parties.

Section 14. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, ALTAMONTE shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to ALTAMONTE as provided hereinabove.

Section 15. Conflict of Interest.

(a) ALTAMONTE agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government.

(b) ALTAMONTE hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in *Section 112.312(15), Florida Statutes*, as over 5%) either directly or indirectly, in the business of ALTAMONTE to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

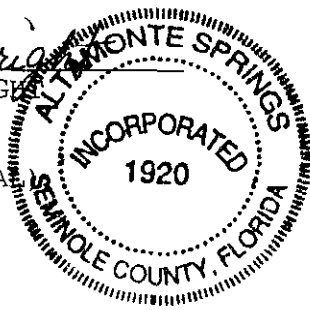
(c) Pursuant to *Section 216.347, Florida Statutes*, ALTAMONTE hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed on the day and year first above written.

ATTEST:

Patsy Wainwright
PATSY WAINWRIGHT
City Clerk

(CORPORATE SEAL)



CITY OF ALTAMONTE SPRINGS

Phillip Penland
By: PHILLIP PENLAND
City Manager

Date: 4-3-03

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

[Signature]

County Attorney
AC/lpk
8/26/02 9/3/02 10/9/02 3/5/03 3/28/03
Altamonte tourist tax

Attachments:

- Exhibit "A" - Project Expenses
- Exhibit "B" - Request for Funds Form
- Exhibit "C" - Narrative Progress Report Form

EXHIBIT "A"

PROJECT EXPENSES:

Provided on a reimbursement basis only for marketing and promotion of sports programs that attract out of the area visitors to stay in Seminole County area hotels	\$ 50,000.00
	\$
	\$
Total Tourism Funds:	\$ 50,000.00

Other Project Expenses

Personal Services	\$ 85,000.00
Contractual Services	\$ 25,600.00
Travel - Per Diem	\$ 3,000.00
Postage & Transportation	\$ 6,725.00
Rentals & Leases	\$ 10,000.00
Repair & Maintenance	\$ 300.00
Printing & Binding	\$ 44,800.00
Promotional Activities	\$ 16,000.00
Office Supplies	\$ 1,000.00
Operating Supplies	\$ 109,125.00
Publication/Membership/Subscriptions	\$ 400.00
Uniforms	\$ 4,000.00
Small Tools & Equipment	\$ 1,800.00
Computer Software	\$ 500.00
	\$
	\$
Total Other Project Expenses	\$ 308,250.00
TOTAL PROJECT EXPENSES	\$ 358,250.00
Profit (Loss)	\$ (\$199,950.00)



EXHIBIT " B"

REQUEST FOR FUNDS

SEMINOLE COUNTY TOURISM DEVELOPMENT
1230 DOUGLAS AVENUE, #112, LONGWOOD FL 32778

EVENT NAME _____

ORGANIZATION _____

ADDRESS _____

CONTACT PERSON _____ TELEPHONE _____

REQUEST PERIOD FROM _____ TO _____

REQUEST# _____

() INTERIM REPORT () FINAL REPORT

TOTAL CONTRACT AMOUNT \$ _____

<u>EXPENSE</u>	<u>BUDGET</u>	<u>REIMBURSEMENT REQUESTED</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTALS	_____	_____

NOTE: Furnishing false information may constitute a violation of applicable State and Federal laws.

CERTIFICATION OF FINANCIAL OFFICER: I certify that the above information is correct based on our official accounting system and records, consistently applied and maintained and that the cost shown have been made for the purpose of and in accordance with, the terms of the contract. The funds requested are for reimbursement of actual cost made during this time period.

SIGNATURE _____ TITLE _____

EXHIBIT B



INSTRUCTIONS FOR COMPLETING THE REQUEST FOR FUNDS FORM

FUNDS CAN ONLY BE REIMBURSED WHEN THIS FORM IS SUBMITTED to Contracts Manager at Seminole County Tourism Development Department. Allow at least 30 days for reimbursement. If this form is not completed correctly and/or required documentation is not attached, reimbursement will be delayed or denied.

EVENT NAME: The name of the event for which your organization is requesting reimbursement (if applicable)

ORGANIZATION: Your organization name

ADDRESS: The address the reimbursement check should be sent

CONTRACT PERSON: The person who is responsible for the request

TELEPHONE NUMBER: The number of the contact person

REQUEST PERIOD: Beginning and ending date of the request period

CONTRACT AMOUNT: The total of the contract with Seminole County

REQUEST #: The sequential number of this request

INTERIM/FINAL: Indicate the type of request

EXPENSE: The category of the expense for which you are requesting reimbursement

BUDGET: The amount budgeted for that expense from Exhibit "A" of the contract

REIMBURSEMENT: Amount you are requesting for reimbursement

TOTALS: Enter total for each column

CERTIFICATION: Name, title and date certifying officer of your organization signed request

Exhibit B Instructions



EXHIBIT "C"

NARRATIVE PROGRESS REPORT

SEMINOLE COUNTY TOURISM DEVELOPMENT
1230 DOUGLAS AVENUE #116, LONGWOOD FL 32779

REPORT PERIOD FROM _____ TO _____

ORGANIZATION NAME _____

EVENT NAME _____

ADDRESS _____

CONTACT _____ PHONE _____

INTERIM

FINAL REPORT

Please describe below the status of your event, including the final completion date and status of each of the promotional elements for which you will be requesting reimbursement (refer to Exhibit "A"). Use additional sheets if necessary.

Please indicate the total expenditures your organization plans to make in Seminole County, such as advertising and promotion, for this event.

(For Final Report only)

Please indicate the economic impact generated by your event:

#of Hotels used _____

#of Hotel room nights _____

#of out-of-town participants _____

#of out-of-town fans _____

#of out-of-town media _____

EXHIBIT C



INSTRUCTIONS FOR COMPLETING NARRATIVE PROGRESS REPORTS

A Narrative Progress Report is required with every Request for Funds. These reports should be submitted to the Contracts Manager of the Tourism Development office. A Final Report which reviews the results of the entire project must be completed and included with your final request for funds.

The Narrative Progress Report should be completed as follows:

REPORTING PERIOD: Indicate the period the report covers

INTERIM FINAL Indicate the report you are submitting

Answer the questions as completely as possible. For an interim report, use projections. For a final report please use actual figures.

Please call the Tourism Development office Contracts Manager (407) 665-2905 if you have any questions in completing the report.

EXHIBIT C INSTRUCTIONS