

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** APR Events Grp. – Powerboat Superleague Top Gun Challenge Agreement

**DEPARTMENT:** Tourism Development **DIVISION:** \_\_\_\_\_

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

*Suzan Bunn*

<b>Agenda Date</b> 10-14-03_ <b>Regular</b> <input type="checkbox"/> <b>Consent</b> <input checked="" type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/> <b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>
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**MOTION/RECOMMENDATION:**

Approve and authorize chairman to execute Agreement between Seminole County and APR Events Group, Inc., in the amount of \$20,000 for the Powerboat Superleague Top Gun Challenge.

**BACKGROUND:**

This annual event has been successfully staged in Seminole County for the past nine years. In cooperation with the City of Altamonte Springs this event will be held at Crane's Roost Park. APR Events Group, Inc. has a comprehensive promotional and advertising campaign, which promotes substantial national and international media attention. With over 275 room nights this events brings significant economic impact to Seminole County. These races feature two classes of tunnel boats operated by 35 national and international race teams. Over 3,000 fans will gather to watch the world's best race in the ultimate competition to crown the Top Gun Tunnel Boat race winner in each class.

Funding in the amount of \$20,000 is available and approved in the Tourism Development budget for FY 03-04.

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

**POWERBOAT SUPERLEAGUE TOP GUN CHALLENGE 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 **APR EVENTS GROUP**, a West Virginia partnership whose mailing address is Post Office Box 539, New Martinsville, West Virginia 26155 hereinafter referred to as "APR".

**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 APR Powerboat Superleague Race, held October 11 and 12, 2003, to promote tourism in Seminole County.

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

**SECTION 1. TERM.** The term of this Agreement is from October 1, 2003 through September 30, 2004, 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 APR 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 APR after APR has received notice of termination. Upon said termination, APR shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder.

**SECTION 3. SERVICES.**

(a) APR shall use funds from this Agreement to promote and advertise Seminole County tourism through the holding of the Seminole County-based Powerboat Race as described in Exhibit "A," attached hereto and incorporated herein by reference.

(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) APR 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 APR for the event must contain a list of Seminole County hotels provided by the Seminole County Convention and Visitors Bureau. 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) APR is required to utilize the Event Questionnaire provided by the Seminole County Convention and Visitors Bureau. In order to qualify for reimbursement funds, APR must provide to the Seminole County

Convention and Visitors Bureau, after the event, a minimum number of questionnaires, completed in full by attendees at the Powerboat race; 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 the required 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, APR must submit written proof of liability coverage to the COUNTY upon execution of this Agreement.

(g) COUNTY agrees to supply to APR for their use in the performance of this Agreement, television commercials and tapes, logsheets and telephone numbers for Seminole County promotion.

(h) 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.

(i) A hotel poll reflecting an accurate accounting of room nights used for the event shall be conducted by APR and submitted to the COUNTY no later than one (1) week after the event.

(j) APR shall be required to have and maintain a website for the purpose of promoting tourism to and attendance at APR's event. Said website shall be linked to the Seminole County Tourism website ([www.visitseminole.com](http://www.visitseminole.com)) and such link shall be maintained throughout the duration of this Agreement.

(k) Failure to comply with or failure to meet the requirements of said Section, including time deadlines, shall result in termination of this Agreement and forfeiture of all financial assistance rendered to APR by the COUNTY pursuant to this Agreement.

**SECTION 4. LIABILITY AND INSURANCE.**

(a) **LIABILITY.** COUNTY, its Commissioners, officers, employees and agents shall not be deemed to assume any liability for the acts, omissions and negligence of APR, its officers, employees and agents in the performance of services provided hereunder.

(b) **INSURANCE.**

(1) APR shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by APR, APR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, APR shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with

the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, APR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by APR shall relieve APR of APR's full responsibility for performance of any obligation including APR's indemnification of COUNTY under this Agreement.

(5) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(A) Companies issuing policies must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.

(B) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(C) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, or 2) fail to maintain the requisite Best's Rating and Financial Size Category, APR shall, as soon as APR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different

insurance company meeting the requirements of this Agreement. Until such time as APR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY APR shall be deemed to be in default of this Agreement.

(6) Specifications. Without limiting any of the other obligations or liability of APR, APR shall, at APR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of the event and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(A) Commercial General Liability.

(i) APR's insurance shall cover APR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(ii) The minimum limits to be maintained by APR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(7) Coverage. The insurance provided by APR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of APR.

(8) Occurrence Basis. The Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

**SECTION 5. BILLING AND PAYMENT.** The COUNTY hereby agrees to provide financial assistance to APR up to a maximum sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) for all services provided hereunder by APR during the term of this Agreement in accordance with the project budget and requirements set forth in Exhibit "A". 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 APR 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 APR 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 APR under this Agreement.

(b) Verification by the Seminole County Tourism Development Director that APR 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 APR's compliance with the requirements as states in Exhibit "A".

**SECTION 6. REPORTING REQUIREMENTS.** In the performance of this Agreement, APR shall maintain books, records and accounts of all activities in compliance with normal accounting procedures. APR 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 as referenced in Exhibit "A". APR shall submit an interim Narrative Progress Report form, attached hereto and incorporated herein as Exhibit "C," with each Request for Funds form. Additionally, APR 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.** The purpose for which Tourist Development Tax grant funds are provided to APR shall not duplicate programs for which monies have been received, committed or applied for

from another source. The monies provided hereunder shall be expended only for the activities or purposes set forth in Exhibit "A". Non-reimbursable expenditures include, but are not limited to, legal, engineering, accounting, auditing, planning, marketing, 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 other than those appearing, if any, in Exhibit "A".

**SECTION 8. UNAVAILABILITY OF FUNDS.** APR 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 APR as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by APR after APR has received such notice of termination. In the event there are any unused COUNTY funds, APR shall promptly refund those funds to the COUNTY, or otherwise use such funds as the COUNTY directs.

**SECTION 9. ACCESS TO RECORDS.** APR shall allow the COUNTY, its duly authorized agent and the public access to such of APR'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.** APR 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 APR:**

Sam Winer, Partner  
Sherron Winer, Partner  
Post Office Box 539  
New Martinsville, West Virginia 26155

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, APR 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 APR as provided hereinabove.

**SECTION 15. CONFLICT OF INTEREST.**

(a) APR 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) APR 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 APR 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*, APR 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.

WITNESSES:

APR EVENTS GROUP

Debra L. Thomas

Print Name Debra L. Thomas

Debra L. Thomas

Print Name Debra L. Thomas

By: Sam Winer  
SAM WINER, Partner

By: Sherron Winer  
SHERRON WINER, Partner

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.  
Approved as to form and  
legal sufficiency.

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

[Signature]  
County Attorney  
AC/lpk  
8/13/03  
tourism-powerboat

(3) Attachments:

- Exhibit "A" - Project Budget Outline
- Exhibit "B" - Request For Funds Form
- Exhibit "C" - Narrative Progress Report Form

EXHIBIT "A"

**Section - Project Budget Recap**

**Project Income Sources 2003**

Tourist Development Request = \$20,000

Additional Funding sources:

Private sponsorship = \$30,000 (Includes in-kind and trade sponsorships)

Other Income Sources = \$6,016.00

Vendor/Concession Space/Sales = \$1,000.00

Entry Fees = \$4,710.00

Souvenir Sales = \$306.00

**Total Project Income = \$56,016.00 - \$57,000.00**

**Project Expenses 2003**

**Intended Utilization of Tourism Funds**

**Promotion and Advertising - Local/Regional**

**Seminole County Top Gun Challenge 7 = \$8,200.00**

Covers local and regional markets only, Includes but is not limited to: posters, radio and TV spots, banners, web pages, web page links, event flyers, program ads, market tools and resources as developed

**Promotion and Advertising - National and International**

**Seminole County Convention and Visitors Bureau and the Seminole County Top Gun Challenge 7 = \$8,500.00**

Covers out-of-state markets, Includes but is not limited to program ads, radio and tv spots, on-site tourism information at other Superleague venues (audio /visual and printed materials), year-long web site link maintenance, specific web page for event on Superleague site with direct link to Seminole County TDC site, Internet updates, Inclusion in print articles and other marketing tools and resources as developed

**Television - National and International = \$18,000**

Covers taping/filming of event, edit time, insertion time and broadcast time of Seminole County race segment

**Total Tourism Funds = \$34,700.00 (Includes money spent on promotion beyond grant request of \$20,000)**

**Other Project Expenses**

**Site Services:** park/city fees, city services, trash removal, porta jons, barricades, security = \$5,460.00

**Race Production:** cranes, insurance, ambulance, local rescue support, race course control, manatee protection program, event security, officials, purse, race equipment = \$19,732 (includes some trade/in-kind services)

**Sponsor Service and Benefits = \$446.40**

**Miscellaneous Expenses = \$678.00**

**Total Other Expenses = \$21,316.00**

**Total Project Expenses = \$56,016.00**



EXHIBIT " B "

REQUEST FOR FUNDS

SEMINOLE COUNTY TOURISM DEVELOPMENT  
 1230 DOUGLAS AVENURE, #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