

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Allen Enterprises of Central Florida ,Inc. (X-treme Challenge Adventure Race Agreement)

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

**AUTHORIZED BY:** *Jadent* **CONTACT:** Kathryn Townsend **EXT.** 2905

<b>Agenda Date 10-22-02</b> Regular <input type="checkbox"/> Consent <input checked="" 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"/>
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**MOTION/RECOMMENDATION:**

Approve and authorize Chairman to execute X-treme Challenge Adventure Race Agreement between Seminole County and Allen Enterprises of Central Florida, Inc. in the amount of \$25,000.

**BACKGROUND:**

The sport of adventure racing was first brought to the United State in 1995 from its place of origin in New Zealand. It is a multi-sport endurance race lasting up to 10 days and consisting of four-person co-ed teams. Now popularly know as the Discovery Channel Eco Challenge, this and other multi-day races have gained worldwide recognition. This is the fifth year Allen Enterprises has held the X-treme Challenge Adventure Races in Seminole County and the fourth year for Seminole County Sponsorship. These are well-run events with national and international coverage for Seminole County. Economic impact for Seminole County is estimated at over \$165,600.

The Tourist Development Council recommends this expenditure in the amount of \$25,000 which is available in the Tourism Development budget for FY 02-03.

Reviewed by: _____ Co Atty: <u><i>ML</i></u> DFS: <u><i>ker</i></u> Other: _____ DCM: <u><i>MS</i></u> CM: _____  File No. <u>CTD-</u> <u>01</u>
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**X-TREME CHALLENGE ADVENTURE RACE 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 **ALLEN ENTERPRISES OF CENTRAL FLORIDA, INC.**, whose address is 1100 Lake Harney Woods Boulevard, Mims, Florida 32754, hereinafter referred to as "ALLEN".

**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 X-treme Challenge Adventure Racing event to promote tourism in Seminole County.

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements set forth herein, the COUNTY and ALLEN 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 ALLEN 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 ALLEN after ALLEN has received notice of termination. Upon said termination, ALLEN shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder.

**Section 3. Services.**

(a) ALLEN shall use funds from this Agreement to promote and advertise Seminole County tourism through the holding of four (4) Seminole County based X-treme Challenge Adventure Racing events and one (1) training camp.

(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) ALLEN 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 ALLEN 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) ALLEN is required to utilize the Event Questionnaire provided by the Seminole County Convention and Visitors Bureau. In order to

qualify for reimbursement funds, ALLEN 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 X-treme Challenge Adventure Racing event; 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 ALLEN's future qualifications for Tourism Development Tax funding.

(f) In order to qualify for reimbursement under this Agreement, ALLEN 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 ALLEN and submitted to the COUNTY no later than one (1) week after the event.

(i) ALLEN shall be required to have and maintain a website for the purpose of promoting tourism to and attendance at ALLEN'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.

(j) 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 ALLEN 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 ALLEN, its officers, employees and agents in the performance of services provided hereunder and ALLEN hereby agrees to fully and completely indemnify, insure and hold harmless the COUNTY from and against any liability, of whatsoever type or nature howsoever arising, relating, in any way, to the acts or omissions of ALLEN and its officers, members, agents and employees.

(b) **Insurance.**

(1) ALLEN 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 ALLEN, ALLEN 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, ALLEN 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, ALLEN 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 ALLEN shall relieve ALLEN of ALLEN's full responsibility for performance of any obligation including ALLEN'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, ALLEN shall, as soon as ALLEN 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 ALLEN has replaced the unacceptable insurer with an insurer acceptable to the COUNTY ALLEN shall be deemed to be in default of this Agreement.

(6) Specifications. Without limiting any of the other obligations or liability of ALLEN, ALLEN shall, at ALLEN'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.

(1) ALLEN's insurance shall cover ALLEN 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.

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

LIMITS

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 ALLEN 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 ALLEN.

(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 ALLEN up to a maximum sum of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) for all services provided hereunder by ALLEN 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 ALLEN 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 ALLEN 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 ALLEN under this Agreement.

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

**Section 6. Reporting Requirements.** In the performance of this Agreement, ALLEN shall maintain books, records and accounts of all activities in compliance with normal accounting procedures. ALLEN 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". ALLEN shall submit an interim Narrative Progress Report form, attached hereto and incorporated herein as Exhibit "C," with each Request for Funds form. Additionally, ALLEN

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

**Section 9. Access to Records.** ALLEN shall allow the COUNTY, its duly authorized agent and the public access to such of ALLEN'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.** ALLEN 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 ALLEN:**

Dana K. Allen  
Allen Enterprises of Central Florida, Inc.  
1100 Lake Harney Woods Boulevard  
Mims, Florida 32754

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, ALLEN 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 ALLEN as provided hereinabove.

**Section 15. Conflict of Interest.**

(a) ALLEN 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) ALLEN 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 ALLEN 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*, ALLEN 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:

Toni M. Allen

ALLEN ENTERPRISES OF  
CENTRAL FLORIDA, INC.

By: [Signature]  
DANA K. ALLEN  
President

(CORPORATE SEAL)

Date: 09/18/02

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 \_\_\_\_\_, 2001  
regular meeting.

[Signature]  
County Attorney

AC/gn/lpk  
7/17/01 8/16/02  
XTREME02

Attachments:

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

EXHIBIT "A"

**PROJECT EXPENSES:**

**Intended Utilization of Tourist Tax Funds**

(Please refer to authorized and unauthorized uses on page 5-6)

<u>Florida Sports Magazine</u>	<u>\$ 7,000</u>
<u>Adventure Racing Magazine</u>	<u>3,000</u>
<u>Promotional Posters and flyers</u>	<u>4,000</u>
<u>Internet Banners</u>	<u>3,000</u>
<u>Promotional attire (shirts)</u>	<u>6,000</u>
<u>National Sports Magazines</u>	<u>2,000</u>

Total Tourism Funds:

**Other Project Expenses**

Land use fees	5,000.00
Athlete's swag	24,000.00
Toilet Facilities	2,500.00
Boat Rentals	10,000.00
Prizes	40,000.00
Insurance	3,000.00
EMS	2,500.00
Administrative	40,000.00
Promotional events and support	50,000.00

Total Other Project Expenses

**TOTAL PROJECT EXPENSES** **\$177,000.00**

**Profit (Loss)** **\$7,000.00**

EXHIBIT "B"

REQUEST FOR FUNDS FORM  
SEMINOLE COUNTY TOURISM DEVELOPMENT

EVENT NAME \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ TELEPHONE \_\_\_\_\_

REQUEST PERIOD FROM \_\_\_\_\_ TO \_\_\_\_\_

REQUEST NUMBER \_\_\_\_\_

( ) INTERIM REPORT

( ) FINAL REPORT

TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_

EXPENSE	BUDGET	REIMBURSEMENT REQUESTED
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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 costs shown have been made for the purpose of an in accordance with, the terms of the contract. The funds requested are for reimbursement of actual costs made during this time period.

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

**INSTRUCTIONS FOR COMPLETING THE REQUEST FOR FUNDS FORM**

**FUNDS CAN ONLY BE REIMBURSED WHEN THIS FORM IS SUBMITTED** to the Seminole County Tourism Development Department and it is completed correctly and required documentation attached. 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 your organization is requesting reimbursement (if applicable).

**ORGANIZATION:** Your organization name.

**ADDRESS:** The address the reimbursement check should be sent.

**CONTACT 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 what type of request this is.

**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:** The amount you are requesting for reimbursement.

**TOTALS:** Enter total for each column.

**CERTIFICATION:** Type in name, title and date the certifying Officer of your organization signs request.

**EXHIBIT "C"**  
**NARRATIVE PROGRESS REPORT**

**SEMINOLE COUNTY TOURISM DEVELOPMENT**  
1230 Douglas Avenue, #116  
Longwood, Florida 32779

REPORT PERIOD FROM \_\_\_\_\_ TO \_\_\_\_\_

ORGANIZATION NAME \_\_\_\_\_

EVENT NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

CONTACT \_\_\_\_\_ PHONE (\_\_\_\_) \_\_\_\_\_

( ) INTERIM REPORT

( ) 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 \_\_\_\_\_

