

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Scottish-American Society of Central Florida, Inc. Agreement

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

**AUTHORIZED BY:** *Jack West*      **CONTACT:** Kathryn Townsend      **EXT.** 2905

<b>Agenda Date</b> 11-26-02 <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 the Scottish-American Society of Central Florida, Inc. in the amount of \$25,000.

**BACKGROUND:**

One of the goals of the Scottish-American Society of Central Florida is to promote, encourage and sustain Scottish heritage and tradition in the Central Florida area. To achieve this goal, the Society holds the annual Scottish Highland Games. This will be the ninth year the games have been held in Seminole County and the second year they will be held in Central Winds Park in Winter Springs. The Society intends to continue using Seminole County as its venue. The 2003 games, which will be held January 17-18, 2003, projects over 10,000 visitors generating in excess of \$839,000 in economic impact for the County.

Promotional funds in the amount of \$25,000 are available in the Tourism Development budget for FY 02-03.

Reviewed by:
Co Atty: <u><i>OW</i></u>
DFS: <u><i>BN</i></u>
Other: _____
DCM: <u><i>FW</i></u>
CM: <u><i>JW</i></u>
File No. <u>CTD01-</u>
_____

CENTRAL FLORIDA SCOTTISH HIGHLAND GAMES 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 **SCOTTISH-AMERICAN SOCIETY OF CENTRAL FLORIDA, INC.**, whose mailing address is P. O. Box 2948, Orlando, Florida 32802, hereinafter referred to as "SOCIETY".

**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 Central Florida Scottish Highland Games, held January 17 - 18, 2003, to promote tourism in Seminole County.

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

**Section 1. Term.** The term of this Agreement is from May 15, 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 the SOCIETY 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 the SOCIETY after the SOCIETY has received notice of termination. Upon said termination, the SOCIETY shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder.

**Section 3. Services.**

(a) The SOCIETY shall use funds from this Agreement in conjunction with monies granted by the Federal Government, the State of Florida, or any public or private agency to promote the Central Florida Scottish Highland Games as described in Exhibit "A" attached hereto and incorporated herein by reference.

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

(c) The SOCIETY 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 the SOCIETY 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) The SOCIETY is strongly encouraged to use the Event Questionnaire provided by the Seminole County Convention and Visitors Bureau; non-use shall directly impact the SOCIETY's future qualification for Tourism Development Tax funding. The minimum number of required surveys is ten percent (10%) of projected attendance or one hundred fifty (150), whichever is greater.

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

(i) SOCIETY shall be required to have and maintain a website for the purpose of promoting tourism to and attendance at SOCIETY'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 SOCIETY 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 SOCIETY, its officers, employees and agents in the performance of services provided hereunder and the SOCIETY 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 the SOCIETY and its officers, members, agents and employees.

(b) **Insurance.**

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

(6) Specifications. Without limiting any of the other obligations or liability of SOCIETY, SOCIETY shall, at SOCIETY'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) SOCIETY's insurance shall cover SOCIETY 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 SOCIETY (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 SOCIETY 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 SOCIETY.

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

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

**Section 6. Reporting Requirements.** In the performance of this Agreement, SOCIETY shall maintain books, records and accounts of all activities in compliance with normal accounting procedures. SOCIETY 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". SOCIETY shall submit an interim Narrative Progress Report form, attached hereto and incorporated herein as Exhibit "C," with each Request for Funds form. Additionally, the SOCIETY 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 the SOCIETY 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.** The SOCIETY 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 the SOCIETY as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by the SOCIETY after the SOCIETY has received such notice of termination. In the event there are any unused COUNTY funds, SOCIETY shall promptly refund those funds to the COUNTY, or otherwise use such funds as the COUNTY directs.

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

Richard Marshall, President  
Scottish-American Society of Central Florida, Inc.  
Post Office Box 2948  
Orlando, Florida 32802

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, the SOCIETY 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 the SOCIETY as provided hereinabove.

**Section 15. Conflict of Interest.**

(a) The SOCIETY 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) The SOCIETY 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 the SOCIETY 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*, the SOCIETY 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:

Michelle Marshall  
Secretary

(CORPORATE SEAL)

SCOTTISH-AMERICAN SOCIETY  
OF CENTRAL FLORIDA, INC.

By: Richard Marshall  
RICHARD MARSHALL, President

Date: 10/21/02

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

Maryanne Morse  
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  
6/11/02 8/16/02  
scottishgames.doc

Attachments:

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

## EXHIBIT "A"

## Projected Budget Recap

## 1) Income Sources

Tourism Development Tax Request	\$25,000
<b>Additional Funding Sources</b>	
Corporate Sponsorships (Icelandair, Tennent's)	\$5,000
Clan and individual Sponsorships	\$5,500
Total Additional Funds	<u>\$10,500</u>
<b>Other Income Sources</b>	
Ticket Sales	\$65,000
Vendor Fees	\$5,000
Advertising Sales	\$1,000
Ceilidh Ticket Sales	\$1,500
Competition Fees	\$4,500
Total Other Income	<u>\$72,000</u>
<b>TOTAL INCOME</b>	<b>\$112,500</b>

## 2) Expenses

## National Marketing— Scottish Community

Periodical Publications			
Family Tree	Oct/Dec	2 ea Full Page @\$550	\$1100
Scottish Life	Fall/Winter	2 ea 2/3 Page @\$510	\$1020
Scottish Banner	Winter	Full page @\$1000	\$1000
Brochures	10,000 printed		\$1000
Games Display	(Updates)		\$500
Web Site	Setup and maintenance fees		\$578
International Marketing	Scottish Publications and Journals		\$5150
Florida Marketing—Out of Metropolitan Orlando			
Newspaper Advertising			
	Orlando Sentinel (28% billed for outside area)		\$3100
	Gainesville Sun		\$1000
	Tampa Tribune		\$2540
Cable Advertising			
	Time Warner (Orlando)		\$4500
	Time Warner (Tampa)		\$4000
<b>Total Tourism Funds (Excess to be paid by Society)</b>			<b>\$25,488</b>

**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, #112**  
**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 \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING NARRATIVE PROGRESS REPORTS

A Narrative Progress Report is to be submitted to the Tourism Development office along with your request(s) for reimbursement. This report is considered an "interim report" when it accompanies any reimbursement request other than the final request. If the first request is the final request (i.e., one and the same), then that request is considered "Final" and the Narrative Progress Report would be considered a "Final Report," to accompany the final request for reimbursement.

The Narrative Progress Report should be completed as follows:

REPORTING PERIOD:                      Indicate the period the report covers.

(   ) INTERIM    (   ) FINAL    Indicate what 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 if you have any questions in completing the report. It is important these reports be submitted in a timely manner in order that progress reports can be made to the Tourism Development Council.