

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: City of Altamonte Springs Tourist Tax Funding Agreement

DEPARTMENT: Tourism Development **DIVISION:** _____

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

Agenda Date 12-10-02	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"/>	

MOTION/RECOMMENDATION:


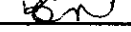


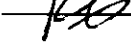
Approve and authorize Chairman to execute Agreement between Seminole County and the City of Altamonte Springs for sports promotion and advertisement in the amount of \$50,000.

BACKGROUND:

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

Funding in the amount of \$50,000 is available and approved in the Tourism Development budget for FY 02-03. This request was recommended for funding by the Tourist Development Council on August 8, 2002.

Reviewed by	
Co Atty:	
DFS:	
Other:	_____
DCM:	
CM:	
File No. -	_____
CTD01	_____

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.

(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.

(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. 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 ALTAMONTE, its officers, employees and agents in the performance of services provided hereunder and ALTAMONTE 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 ALTAMONTE and its officers, members, agents and employees. ALTAMONTE shall not be deemed to assume any liability or provide indemnity or insurance to the COUNTY, its commissioners, officers, employees, and agents for acts of COUNTY negligence.

(b) **Insurance.**

(1) ALTAMONTE 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 ALTAMONTE, ALTAMONTE 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, ALTAMONTE 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, ALTAMONTE 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 nor failure to disapprove the insurance furnished by ALTAMONTE shall relieve ALTAMONTE of ALTAMONTE's full responsibility for performance of any obligation including ALTAMONTE'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, ALTAMONTE shall, as soon as ALTAMONTE 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 ALTAMONTE has replaced the unacceptable insurer with an insurer acceptable to the COUNTY ALTAMONTE shall be deemed to be in default of this Agreement.

(6) Specifications. Without limiting any of the other obligations or liability of ALTAMONTE, ALTAMONTE shall, at ALTAMONTE'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) ALTAMONTE's insurance shall cover ALTAMONTE 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 ALTAMONTE (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 \$1,000,000.00
Injury Limit

Each Occurrence Limit \$1,000,000.00

(7) Coverage. The insurance provided by ALTAMONTE 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 ALTAMONTE.

(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 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 "A," 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 reimburse-

ment 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 "B," 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.

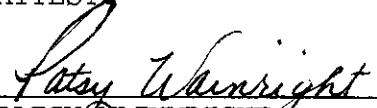
(a) ALTAMONTE agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating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

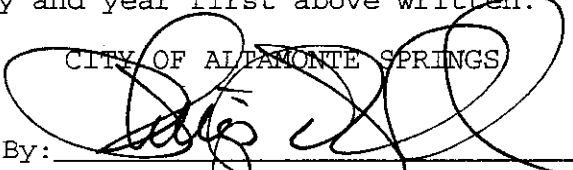
(c) Pursuant to *Section 216.347, Florida Statutes*, ALTAMONTE hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

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.

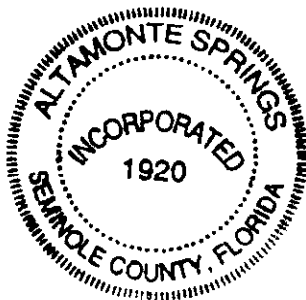
ATTEST:


PATSY WAINWRIGHT
City Clerk

(CORPORATE SEAL)

CITY OF ALTAMONTE SPRINGS

By: _____
PHILLIP PENLAND
City Manager

Date: 11-12-02



ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

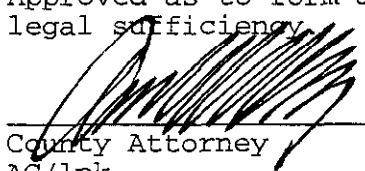
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

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 _____, 20____
regular meeting.



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

Attachments:

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

REQUEST FOR FUNDS FORM
SEMINOLE COUNTY TOURISM DEVELOPMENT
1230 DOUGLAS AVENUE #112, LONGWOOD FL 32779

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 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 costs made during this time period.

SIGNATURE _____ TITLE _____

EXHIBIT "B"

NARRATIVE PROGRESS REPORT

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

EXHIBIT "C"

PROJECT EXPENSES:

An annual stipend or retainer for the 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)