

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: International Council of Central Florida Marketing Plan/Funding Request for International Visitor Leadership Program (IVLP)

DEPARTMENT: Economic Development & Tourism **DIVISION:** _____

AUTHORIZED BY: William McDermott ^{WMM} **CONTACT:** Sabrina O'Bryan **EXT.** 7134
Suzan Bunn ^{SB} Fran Sullivan 2906

Agenda Date 12/12/06	Regular <input checked="" type="checkbox"/>	Consent <input type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute the budgeted funds agreement between Seminole County and International Council of Central Florida (ICCF) in the amount of \$6,300; approve and authorize Chairman to execute agreement between Seminole County and ICCF in the amount of \$3,700 for promotion of Seminole County to international visitors.

BACKGROUND:

The International Council of Central Florida (ICCF) is a nationwide, non-profit organization that facilitates the International Visitor Leadership Program (IVLP) for the U.S. Department of State. ICCF has a Board of Directors and an Executive Committee knowledgeable in the protocol and format international visitors are accustomed to. ICCF has hosted over 30,000 international visitors since its inception in 1963. Since 2004, ICCF has hosted over 300 international visitors and over 70 escorts staying overnight in Seminole County, which yielded 1200 room nights.

The marketing plan funding proposal from ICCF includes advertisements in national, state and local publications and the production of 2,000 IVLP brochures including Seminole County information and logo for distribution to 190 embassies, 260 consuls in over 100 countries and to 900 national program officers. Seminole County will be featured on the ICCF website, and media releases will include Seminole County as a sponsor of IVLP. ICCF provides oversight of the IVLP for Seminole County, which includes trip organization, event coordination, meeting arrangements and related activities. Additionally, ICCF will provide annual reports to the Board of County Commissioners.

Reviewed by:	<u>[Signature]</u>
Co Atty:	<u>[Signature]</u>
DFS:	<u>[Signature]</u>
Other:	<u>[Signature]</u>
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No.	<u>REDT67</u>

Economic Development will fund \$6,300 for the creation and distribution of promotional materials, and the TDC recommends \$3,700 in funding for approved advertising costs for a total of \$10,000. Funds are available in the 2006-07 budget.

Attachments:

Tourism Development Council Agreement

Economic Development Budgeted Funds Agreement

INTERNATIONAL COUNCIL OF CENTRAL FLORIDA
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 INTERNATIONAL COUNCIL OF CENTRAL FLORIDA**, whose address is Post Office Box 915408, Longwood, Florida 32779, hereinafter referred to as "ICCF."

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 International Visitor Leadership Program (the "Project") to promote tourism in Seminole County.

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

Section 1. Term. The term of this Agreement is from the date of its execution by the parties through September 30, 2007, 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 ICCF 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 ICCF after ICCF has received notice of termination. Upon said termination, ICCF shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder.

Section 3. Services.

(a) ICCF shall use funds from this Agreement to promote the Project as described in Exhibit "A" attached hereto and incorporated herein by reference.

(b) The Seminole County Convention and Visitors Bureau logo, with a telephone number, website address, and approved promotional copy, must appear on all promotional material for which reimbursement will be requested, including but not limited to all electronically transmitted materials.

(c) ICCF 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 ICCF for the Project must contain a list of all 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) In order to qualify for reimbursement under this Agreement, ICCF must submit written proof of liability coverage to the COUNTY upon

execution of this Agreement.

(f) Year-end statistics for room nights and economic impact must be submitted to the COUNTY with final request for reimbursement.

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

(h) 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 ICCF 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 ICCF, its officers, employees, and agents in the performance of services provided hereunder; and ICCF 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 ICCF and its officers, members, agents, and employees.

(b) **Insurance.**

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

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

(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 ICCF up to a maximum sum of THREE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$3,700.00) for all services provided hereunder by ICCF 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 ICCF requesting all or part of the above amount. The Request for Funds form shall be

completed properly and documentation attached including copies of invoices and canceled checks. Such request by ICCF shall only be for services specifically provided or herein necessary to serve Seminole County. Failure to comply with this requirement shall result in termination of this Agreement and forfeiture of all financial assistance granted to ICCF under this Agreement.

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

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

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

Section 9. Access to Records. ICCF shall allow the COUNTY, its duly authorized agent, and the public access to such of ICCF'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. ICCF 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, FL 32779

For ICCF:

Charles Rahn, CCO
International Council of Central Florida
PO Box 915408
Longwood, FL 32779

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, ICCF 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 ICCF as provided hereinabove.

Section 15. Conflict of Interest.

(a) ICCF 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) ICCF 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 ICCF 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*, ICCF 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

INTERNATIONAL COUNCIL OF
CENTRAL FLORIDA, INC.

Martine Lash
Secretary

By: Chals Rahn
CHARLES RAHN, President

[CORPORATE

Date: 11-21-06



ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AC/jr
11/15/06

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Tax Funding Agr-2006.doc

Attachments:

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

EXHIBIT "A"



**International Council of Central Florida
2006-2007**

ADVERTISING & MARKETING PLAN FOR TOURISM FUNDS

Advertising & Marketing : \$3,700

Representation in National IVLP Monthly, Australian American Association, Association of International Practical Training, Institute for International Education, and International Educators Quarterly.

National IVLP Monthly (free)

Australian American Association (Semi-Annual) \$1000

Association of International Practical Training (Semi-Annual) \$1,200

Institute for International Education (free)

International Educators (Quarterly) \$1,500

Value Added:

International Council of Central Florida will also distribute promotional brochures at all National and Regional International Visitors conferences, and will advertise Seminole County link on its website (more than 1400 website visitors each month).

International Council of Central Florida marketing and media releases sent to all major publications, cities, to include Seminole County as a sponsor of the International Visitors and Professional Business Members. International Council will provide professional appointments, visa and travel services, logistical services, event placement located in Seminole County to bring professionals from around the world to this area.

ICCF provides Seminole County – with over 1200 professional/business room nights a year with over 300 visitors and 70 escorts staying an average of 4 nights!

**Costs based on 2006 estimates*

APPLICATION
TOURIST DEVELOPMENT SPONSORSHIP
FY 2006-07

I GENERAL INFORMATION

To assist us in evaluating the impact your event may have on Seminole County and to better understand what support you are requesting, the following questions must be answered in full.

(1) NAME OF ORGANIZATION **International Council of Central FL**

(2) NAME OF EVENT/PROJECT: **International Visitor Leadership Program**

DATE OF EVENT October 2006 LOCATION OF EVENT **September 2007**

DESCRIPTION OF EVENT International Visitor Leadership Program
through the fiscal '06-'07 year

(3) CONTACT PERSON Maxwell Stewart

(4) COMPLETE ADDRESS OF ORGANIZATION:

STREET P.O. Box 915408

CITY Longwood ST FL ZIP 32779

PHONE: 407-321-1136 FAX: 407-321-1138

E-Mail max_stewart@iccfvip.com

(5) ORGANIZATION'S CHIEF OFFICIAL: Charles Rahn

TITLE: President

Address if different from above:

PHONE: _____ FAX: _____ E-Mail _____

(6) INTENDED USE OF FUNDS:

Bid Guarantee _____

Promotion/Marketing X

(7) AMOUNT REQUESTED \$ 3,700

II DETAILS ON YOUR ORGANIZATION:

In narrative form please describe your organization in the following areas. Use a separate sheet to complete these questions in detail.

see attached

- (1) What are your organization's goals and objectives?
- (2) What services does your organization provide?
- (3) How will your organization monitor expenditure of funds?
- (4) How will your event bring additional visitors and hotel room nights to Seminole County?
- (5) What is your organization's experience in managing sponsorships and grants?

PREVIOUS EVENTS SPONSORED BY YOUR ORGANIZATION

Please provide three (3) years of event history.

Previous Event: Broadcast Journalism
Date 05/06 Location Hilton Garden Inn
Contact Name/Phone: Maxwell Stewart
Out-of-State Participants 27 Room Nights 5 Economic
Impact \$4600

Previous Event: ICCF 40th Anniversary
Date 4/06 Location Heathrow Country Club
Contact Name/Phone: Maxwell
Stewart
Out-of-State Participants 28 Room Nights 6 Economic
Impact \$6000

Previous Event: Australian Government
Date 11/05 Location Embassy Suites-Altamonte Springs
Contact Name/Phone: Maxwell Stewart
Out-of-State Participants 19 Room Nights 6 Economic
Impact \$3200

(1) *What are your organization's goals and objectives?* The International Council of Central Florida is a non-profit 501c3 working on the International Visitor Leadership Program of the U.S Department of State. The mission of ICCF is to bring International Visitors to the Central Florida area for a professional experience in Seminole County. The goal of ICCF is to let members of the local community experience an international friendship and possibly understand both the local area and the rest of the world better. We want visitors to maintain relationships with local citizens.

(2) *What services does your organization provide?* Logistical support to the International Visitor Leadership Program including; trip organization, event coordination, meeting arrangement, and professional exchanges.

(3) *How will your organization monitor expenditure of funds?* Independent CPA firm which handles expenses and auditing for our organization.

(4) *How will your event bring additional visitors and hotel room nights to Seminole County?* By bidding on projects our program can bring anywhere from 1 to 25 visitors who will stay an average of 4-6 nights per trip. These are professional visitors who stay in Seminole County hotels, including Embassy Suites Altamonte, Hampton Inn and Suites Heathrow, Hilton Garden Inn Lake Mary, Lake Mary Heathrow Marriott

(5) *What is your organization's experience in managing sponsorships and grants?* We have managed a grant for the state of Florida, Federal government, and local community grants since our inception in 1965.

III EVENT INFORMATION (Use additional sheets where necessary.)

(SEE ATTACHED ECONOMIC SHEET)

(1) NAME OF EVENT: International Visitor Leadership Program

(2) NUMBER OF DAYS: _____ DATE: October 06 to September 07

(3) EVENT OWNER (IF OTHER THAN YOUR ORGANIZATION)

COMPANY NAME _____

ADDRESS: _____

PHONE and FAX _____

(4) HOW WILL THIS EVENT CONTRIBUTE TO A POSTIVE IMAGE FOR SEMINOLE COUNTY?

(5) DOES THIS EVENT HAVE FUTURE IMPLICATIONS, SPIN-OFFS, OR OTHER CONSIDERATIONS?

Depending on program visitors could make return trips and also offer similar trips for resources

(6) PROJECTED NUMBER OF: (per year)

LOCAL PARTICIPANTS 402

LOCAL GUESTS _____

OUT-OF-TOWN PARTICIPANTS 165

OUT-OF-TOWN GUESTS 31

OUT-OF-TOWN MEDIA 24

(7) TOTAL NUMBER OF HOTEL ROOMS REQUIRED IN SEMINOLE COUNTY FOR EVENT: 1200 per year

(8) PROVIDE THE ESTIMATED DIRECT ECONOMIC IMPACT ON SEMINOLE COUNTY FROM YOUR EVENT. (DO NOT USE MULTIPLIERS.): \$300,000 per year

(PLEASE COMPLETE ECONOMIC IMPACT CALCULATION FORM PROVIDED IN THIS PACKET.)

V CULTURAL/CIVIC EVENT

SITE REQUIREMENTS:

TOTAL EVENT BUDGET

Please complete the following budget summaries: this is for the IVLP Program- Orlando total per year

PROJECTED EXPENSES		
	IN-KIND	CASH
Travel		
Housing		
Food	250	
Sanction Fees		
Site Fees		
Rights/Guarantees Fees		
Officials		
Awards		
Equipment		
Rentals	7,215	
Insurance	4,100	
Security		
Labor		29,000
Marketing/Promotions		3,700
Administrative Costs	4,500	
Other Expenses		
Accounting	20,000	
Comp. Tickets	7,000	
Total In-Kind Expense	43,065	
	Total Cash Expense	32,700
	TOTAL EXPENSE	75,765

CERTIFICATION

I have reviewed this Application for Funds from the Tourist Development Council for FY 2006-07. I am in full agreement with the information contained herein. To the best of my knowledge, the information contained in this Application and its attachments are accurate and complete.

Chloé Keb
Chief Corporate Officer

10-27-06
Date

Seal

Marlene Tsch
Corporation Secretary

10-30-06
Date



EXHIBIT "B"
REQUEST FOR FUNDS FORM
SEMINOLE COUNTY TOURISM DEVELOPMENT

EVENT NAME: **International Visitor Leadership Program**
 ORGANIZATION: **International Council of Central Florida**
 ADDRESS: **20684 S.E. Oakwood, Lebanon, Missouri 65536**
 CONTACT PERSON: **Ed Johnson, President**
 TELEPHONE: **417-532-7192** FAX: **417-532-7192**

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 NO.:** 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, Suite 116
Longwood, Florida 32779

EVENT NAME: **INTERNATIONAL COUNCIL OF CENTRAL FLORIDA TOURIST TAX FUNDING**

ORGANIZATION: **International Council of Central Florida**

ADDRESS: **PO Box 915408, Longwood, FL 32779**

CONTACT PERSON: **Charles Rahn, CCO**

TELEPHONE: **407-321-1136 FAX: 407-321-1138**

E-MAIL: **max_stewart@iccfvip.com**

REPORT PERIOD FROM _____ TO _____

() 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. 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.

INTERNATIONAL COUNCIL OF CENTRAL FLORIDA
ECONOMIC DEVELOPMENT BUDGETED FUNDS 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 INTERNATIONAL COUNCIL OF CENTRAL FLORIDA**, whose address is Post Office Box 915408, Longwood, Florida 32779, hereinafter referred to as "ICCF."

W I T N E S S E T H:

WHEREAS, the ICCF is a nationwide, non-profit organization that facilitates the International Visitor Leadership Program ("IVLP") through which international visitors are hosted in Seminole County; and

WHEREAS, the ICCF has developed a national and international marketing program which includes significant promotional material for Seminole County; and

WHEREAS, the ICCF marketing program is designed, along with its coordination of the IVLP, to bring a significant number of international visitors to Seminole County, generating tourist tax revenue; and

WHEREAS, it is deemed to be in the interest of Seminole County to support the marketing and promotion effort of the ICCF for tourism benefits and increased revenue it will bring to the COUNTY;

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

Section 1. Term. The term of this Agreement is from the date of its execution by the parties through September 30, 2007, 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 ICCF 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 ICCF after ICCF has received notice of termination. Upon said termination, ICCF shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder.

Section 3. Services.

(a) ICCF agrees to create and produce a minimum of 2,000 IVLP brochures and to distribute these brochures to a minimum of 190 embassies and 268 consuls in over 100 countries and to 900 national program offices.

(b) The Seminole County Convention and Visitors Bureau logo, with the telephone number, website address, and approved promotional copy, must appear in all IVLP brochures.

(c) Seminole County shall be prominently featured on the ICCF website.

(d) The ICCF shall provide oversight of the ILVP for Seminole County, including providing event organization, an event coordinator, meeting arrangements, and related activities.

(e) The ICCF shall provide the Board of County Commissioners an annual report detailing the activities and providing proof of compliance with the above-mentioned requirements.

(g) Failure to comply with or failure to meet the requirements of this Section shall result in termination of this Agreement and forfeiture of all financial assistance rendered to ICCF 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 ICCF, its officers, employees, and agents in the performance of services provided hereunder; and ICCF 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 ICCF and its officers, members, agents, and employees.

(b) **Insurance.**

(1) ICCF 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 ICCF, ICCF 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 this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of the statement on the Certificate, ICCF 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, ICCF 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 ICCF shall relieve ICCF of ICCF's full responsibility for performance of any obligation including ICCF'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, ICCF shall, as soon as ICCF 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 ICCF has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, ICCF shall be deemed to be in default of this Agreement.

(6) Specifications. Without limiting any of the other obligations or liability of ICCF, ICCF shall, at ICCF'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) ICCF's insurance shall cover ICCF 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 ICCF (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 ICCF 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 in excess of and not contributing to the insurance provided by or on behalf of ICCF.

(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 ICCF up to a maximum sum of SIX THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$6,300.00) for all services provided hereunder by ICCF during the term of this Agreement. Said sum shall be paid to ICCF in two (2) equal installments of THREE THOUSAND ONE HUNDRED FIFTY AND NO/100 (\$3,150.00) each. The first installment shall be payable upon execution of this Agreement by the parties with the second installment payable on September 1, 2007 upon satisfactory completion of the services as described in Section 3 above; and

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

(b) A final Request for Funds form accompanied by a detailed report of the economic impact on the COUNTY resulting from the Project; and

(c) Payment request sent to:

Original: Seminole County Economic Development Director
1301 East Second Street
Sanford, Florida 32771

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

Section 6. Document Maintenance Requirements. In the performance of this Agreement, ICCF shall maintain books, records, and accounts of all its activities in compliance with normal accounting procedures and shall produce such documents to the COUNTY for the COUNTY's review upon request.

Section 7. Unavailability of Funds. ICCF acknowledges that Economic Development Budgeted Funds 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 ICCF as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by ICCF after ICCF has received such notice of termination. In the event there are any unused COUNTY funds, ICCF shall promptly refund those funds to the COUNTY, or otherwise use such funds as the COUNTY directs.

Section 8. Access to Records. ICCF shall allow the COUNTY, its duly authorized agent, and the public access to such of ICCF'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 9. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, return receipt requested, and be sent to:

For COUNTY:

Director
Seminole County Economic Development
1301 E. Second Street
Sanford, FL 32771

For ICCF:

Charles Rahn, CCO
International Council of Central Florida
PO Box 915408
Longwood, FL 32779

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

Section 10. Assignments. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

Section 11. 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 12. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, ICCF 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 ICCF as

provided hereinabove.

Section 13. Conflict of Interest.

(a) ICCF 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) ICCF 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 ICCF 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, ICCF 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

INTERNATIONAL COUNCIL OF
CENTRAL FLORIDA, INC.

Secretary

By: _____
CHARLES RAHN, President

[CORPORATE SEAL]

Date: _____

