

**FLORIDA GOLDSBORO MAIN STREET, INC.
TOURIST DEVELOPMENT TAX FUNDING AGREEMENT
FY 2023-2024**

THIS AGREEMENT is made and entered this ____ day of _____, 2023, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as the “**COUNTY**”, and **FLORIDA GOLDSBORO MAIN STREET, INC.**, a Florida not-for-profit corporation, whose mailing address is 1213 Historic Goldsboro Boulevard, Sanford, Florida 32771, hereinafter referred to as “**MAIN ST.**”.

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, COUNTY, in coordination with the Tourist Development Council, appropriated Tourist Development Tax revenues to promote and advertise tourism in the State of Florida and nationally and internationally for the purpose of attraction of tourists.

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

Section 1. Term. The term of this Agreement is from October 1, 2023 through September 30, 2024, 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 delivered to the other party or, at the option of COUNTY, immediately in the event that MAIN ST. fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY shall not be obligated to pay for any services provided or costs incurred by MAIN ST. after MAIN ST. has received notice of termination. Upon said termination, MAIN ST. shall immediately refund to COUNTY or otherwise utilize as COUNTY directs any unused funds provided hereunder in accordance with Section 125.0104(5), Florida Statutes.

Section 3. Services.

(a) MAIN ST. shall use funds from this Agreement in conjunction with monies granted by any public or private agency to promote and advertise tourism in the State of Florida and nationally and internationally for the purpose of attraction of tourists, as set forth in Exhibit A attached hereto and incorporated herein.



(b) MAIN ST. shall be required to have and maintain a website for the purpose of promoting tourism. Such site shall be linked to the Orlando North Seminole County Tourism website (www.doorlandnorth.com) and such link shall be maintained throughout the duration of this Agreement.

(c) It is understood that MAIN ST. shall devote monies received pursuant to this Agreement to out-of-County advertising and promotion and shall, where appropriate, participate in COUNTY's cooperative advertising programs. MAIN ST. shall submit advertisement and promotional copy paid for with Tourist Development Tax dollars to COUNTY for review and approval.

Section 4. Membership. MAIN ST. shall provide and maintain one non-voting member seat on the Sanford Main Street, Inc. Board for a member of the Orlando North Seminole County Tourism staff, designated.

Section 5. Liability. COUNTY, its Commissioners, officers, employees, and agents shall not be deemed to assume any liability for the acts, omissions, and negligence of MAIN ST., its officers, employees, and agents in the performance of services provided hereunder. MAIN ST. hereby agrees to fully and completely indemnify, insure, and hold harmless COUNTY from and against any liability of whatsoever type or nature, howsoever arising, relating in any way to the acts or omissions of MAIN ST. and its officers, members, agents, and employees.

Section 6. Billing and Payment.

(a) COUNTY hereby agrees to provide financial assistance to MAIN ST. up to a total maximum sum of TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) being the annual funding allocation. The funds will be payable for all services provided hereunder by MAIN ST. during the term of this Agreement in accordance with the proposed projects outline set forth in Exhibit A. Qualified expenditures are reimbursable upon:

(1) receipt by COUNTY of a Request for Funds form, attached hereto and incorporated herein as Exhibit B, from MAIN ST. requesting the total contract amount as stated above in Exhibit A;

(2) verification by Seminole County Tourism Division that MAIN ST. is providing the services for which reimbursement is sought and has complied with the reporting requirements contained hereinafter; and

(3) Payment requests shall be sent to:

Original: Tourism Director
Seminole County Tourism Division
1055 AAA Drive
Lake Mary, Florida 32746

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

(b) If MAIN ST. misappropriates or misuses the funds provided herein, MAIN ST. shall repay COUNTY the entire sum of this Agreement within ninety (90) days of notice from COUNTY as provided hereinafter.

Section 7. Reporting Requirements. In the performance of this Agreement, MAIN ST. shall maintain books, records, and accounts of all activities in compliance with normal accounting procedures. MAIN ST. shall transmit and certify interim financial records to COUNTY quarterly, in accordance with quarterly Tourist Development Council meeting reports. These reports should be submitted to the Seminole County Tourism office. The reports shall set forth general MAIN ST. activities, financials, and the progress.

Section 8. Non-Allowable Costs. The purpose for which Tourist Development Tax grant funds are provided to MAIN ST. shall not duplicate programs for which monies have been received, committed, or applied for from another source. The monies provided hereunder shall not be expended on wages or salaries for administrative staff, feasibility studies for facilities, or administrative expenses.

Section 9. Unavailability of Funds. MAIN ST. acknowledges that the 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 COUNTY's obligations hereunder. If, for whatever reason, the funds

pledged by COUNTY to this program should become unavailable, this Agreement may be terminated immediately, at the option of COUNTY, by written notice of termination to MAIN ST. as provided hereinafter. COUNTY shall not be obligated to pay for any services provided or costs incurred by MAIN ST. after MAIN ST. has received such notice of termination. In the event there are any unused COUNTY funds, MAIN ST. shall promptly refund those funds to COUNTY or otherwise utilize such funds as COUNTY directs.

Section 10. Access to Financial Records. MAIN ST. shall allow COUNTY, its duly authorized agent, and the public access to such of MAIN ST.'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 11. Liaison. MAIN ST. shall submit original Request for Funds Forms and any other correspondence, to the following:



Tourism Director
Seminole County Tourism Division
1055 AAA Drive
Lake Mary, Florida 32746

Section 12. 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 sent to:

For COUNTY:

Tourism Director
Seminole County Tourism Division
1055 AAA Drive
Lake Mary, Florida 32746

For MAIN ST.:

President
Florida Goldsboro Main Street, Inc.
1213 Historic Goldsboro Boulevard
Sanford, Florida 32771

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

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

Section 14. 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 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, MAIN ST. 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 COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to MAIN ST. as provided hereinabove.

Section 16. Conflict of Interest.

(a) MAIN ST. 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 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) MAIN ST. hereby certifies that no officer, agent or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over five percent (5%)), either directly or indirectly, in the business of MAIN ST. 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, MAIN ST. hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.



IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed on the day and year first above written.

WITNESSES:

FLORIDA GOLDSBORO MAIN STREET,
INC.

Signature

By: _____
KENNETH BENTLEY, President

Print Name

Date: _____

Signature

Print Name

ATTEST:



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
AMY LOCKHART, 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

Attachments:

- Exhibit A – Request for Funds Application
- Exhibit B – Request for Funds Form

PHC/kly
10/24/23

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