

**CENTRAL FLORIDA HOTEL & LODGING ASSOCIATION, 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 **CENTRAL FLORIDA HOTEL & LODGING ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose mailing address is 6675 Westwood Boulevard, Ste. 210, Orlando, Florida 32821, hereinafter referred to as “CFHLA.”

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 CFHLA agree as follows:

Section 1. Term. The term of this Agreement is retroactive 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 CFHLA 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 CFHLA after CFHLA has received notice of termination. Upon said termination, CFHLA 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) CFHLA 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) CFHLA 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.doorlandonorth.com) and such link shall be maintained throughout the duration of this Agreement.

(c) It is understood that CFHLA shall devote monies received pursuant to this Agreement to a regional tourism research cooperative, and where appropriate, participate in COUNTY's cooperative tourism programs, as further specified in Exhibit A.

Section 4. Membership. CFHLA shall provide and maintain one non-voting member seat on the Central Florida Hotel & Lodging Association, Inc. Board for a member of the Orlando North Seminole County Tourism staff, designated.

Section 5. Indemnification.

(a) COUNTY and its commissioners, officers, employees, and agents must not be deemed to assume any liability for the acts, omissions, or negligence of CFHLA or CFHLA's officers, employees, or agents. CFHLA shall indemnify and hold harmless COUNTY, its commissioners, officers, employees, and agents from and against all claims, damages, costs, and expenses, including reasonable attorney fees and attorney fees on appeal, arising out of or resulting from its operations under this Agreement.

(b) CFHLA shall indemnify and save harmless COUNTY and its commissioners, officers, employees, and agents from and against any and all claims, suits, actions, damages, or causes of action of any kind arising from this Agreement and resulting or accruing from any negligent act, omission, or error of CFHLA, or its officers, agents, employees, or servants.

(c) The parties further agree that nothing contained in this Agreement will be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity by COUNTY beyond that waiver provided for in Section 768.28, Florida Statutes (2023).


(d) The waiver of a provision in this Agreement by either party does not constitute the further waiver of said provisions or the waiver of any other provision.

Section 6. Billing and Payment.

(a) COUNTY hereby agrees to provide financial assistance to CFHLA up to a total maximum sum of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00). The funds will be payable for all services provided hereunder by CFHLA during the term of this Agreement in accordance with Exhibit A. If CFHLA misappropriates or misuses the funds provided herein, CFHLA

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, CFHLA shall maintain books, records, and accounts of all activities in compliance with normal accounting procedures. CFHLA 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 Office of Economic Development and Tourism. The reports shall set forth general CFHLA activities, financials, and the progress.


Section 8. Non-Allowable Costs. The purpose for which Tourist Development Tax grant funds are provided to CFHLA 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. CFHLA 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 CFHLA as provided hereinafter. COUNTY shall not be obligated to pay for any services provided or costs incurred by CFHLA after CFHLA has received such notice of termination. In the event there are any unused COUNTY funds, CFHLA shall promptly refund those funds to COUNTY or otherwise utilize such funds as COUNTY directs.

Section 10. Public Records Law.

(a) CFHLA acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, to release public records to members of the public upon request. CFHLA acknowledges that the COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as amended, in the handling of the public records created under this Agreement and that this statute controls over the terms of this Agreement. Upon COUNTY's request, CFHLA will provide COUNTY with all requested public records in CFHLA's possession, or will allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs provided under Chapter 119, Florida Statutes, as amended.

(b) CFHLA specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, as amended, with regard to public records and must:

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- (1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;
 - (2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - (4) Upon termination of this Agreement, CFHLA will transfer, at no cost to COUNTY, all public records in possession of CFHLA, or keep and maintain public records required by COUNTY under this Agreement. If CFHLA transfers all public records to COUNTY upon completion of this Agreement, CFHLA must destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. If CFHLA keeps and maintains the public records upon completion of this Agreement, CFHLA must meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(c) **IF CFHLA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CFHLA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OFFICE OF ECONOMIC DEVELOPMENT AND TOURISM ADMINISTRATOR, GUI CUNHA AT: (407) 665-2901, GCUNHA@SEMINOLECOUNTYFL.GOV, OR 1101 E. FIRST STREET, SANFORD, FLORIDA 32771.**

(d) Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching party may terminate this Agreement immediately upon written notice to the breaching Party.

Section 11. Liaison. CFHLA shall submit correspondence to the following:

Tourism Director
Office of Economic Development and Tourism
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
Office of Economic Development and Tourism
1055 AAA Drive
Lake Mary, Florida 32746

For CFHLA:

President & CEO
Central Florida Hotel & Lodging Association, Inc.
6675 Westwood Boulevard, Ste. 210
Orlando, Florida 32821

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, CFHLA 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 CFHLA as provided hereinabove.

Section 16. Conflict of Interest.

(a) CFHLA 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) CFHLA 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 CFHLA 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, CFHLA 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.

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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:

CENTRAL FLORIDA HOTEL & LODGING
ASSOCIATION, INC.

Signature

By: _____
ROBERT J. AGRUSA, President/CEO

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: _____
JAY ZEMBOWER, 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 – Scope of Work

BP/
11/7/23

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