

**SANFORD MAIN STREET, INC.
TOURIST DEVELOPMENT TAX FUNDING AGREEMENT
FY 2024-2025**

THIS AGREEMENT is made and entered this ____ day of _____, 2024, 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 **SANFORD MAIN STREET, INC.**, a Florida not-for-profit corporation, whose principal address is 230 E. 1st Street, 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, 2024, through September 30, 2025, 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 and Indemnification.

(a) COUNTY and its Commissioners, officials, employees, and agents shall not be liable for the acts, omissions, and negligence of MAIN ST. and its officers, employees, members and agents in the performance of services provided hereunder. MAIN ST. hereby agrees, to the fullest extent permitted by law, to fully and completely indemnify, insure, and hold harmless COUNTY and its Commissioners, officials, employees and agents 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.

(b) MAIN ST. further agrees that nothing contained in this Agreement will be construed or interpreted as a waiver of COUNTY'S sovereign immunity and the limitation of damages as provided in Section 768.28, Florida Statutes, as that statute may be amended from time to time.

Section 6. Insurance.

(a) MAIN ST., at its sole expense, shall maintain the insurance required under this Section at all times throughout the duration of this Agreement and have this insurance approved by COUNTY'S Risk Manager with the Resource Management Department. MAIN ST. shall immediately provide written notice to the COUNTY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

(1) MAIN ST. shall require and ensure that each of its sub-vendors or subcontractors providing services under this Agreement, if any, procures and maintains insurance of the types and to the limits specified in this Agreement until the completion of their respective

services.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by MAIN ST. will relieve MAIN ST. of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by MAIN ST. in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of MAIN ST.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, then MAIN ST. shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and MAIN ST. shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of MAIN ST. or any other party.

(b) General Requirements.

(1) Before commencing work, MAIN ST. shall furnish COUNTY with a current Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit B, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence and all policies must be endorsed to provide the

COUNTY with not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage directly from the Insurer and without additional action of the Insured or Broker. Until such time as the insurance is no longer required to be maintained, MAIN ST. shall provide COUNTY with a renewal or replacement Certificate of Insurance within ten (10) days after the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, MAIN ST. shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by MAIN ST.

(4) The insurer's cost of defense, including attorney's fees and attorney's fees on appeal, must not be included within the policy limits, but must remain the responsibility of the insurer for all General Liability, Auto Liability, and Employers' Liability coverages.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY and COUNTY shall apportion the proceeds between COUNTY and MAIN ST. as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its commissioners, officials, officers, and employees must be included as Additional Insureds under General Liability policies.

Such policies shall provide exception to any “Insured versus Insured” exclusion for claims brought by or on behalf of Additional Insureds.

(7) Coverage: The insurance provided by MAIN ST. pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY’s officials, officers, or employees must be in excess of and not contributing with the insurance provided by MAIN ST.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability Policies required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes (2024), as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section

624.4621, Florida Statutes (2024), as this statute may be amended from time to time, must 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.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company, (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes (2024), as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then MAIN ST. shall immediately notify COUNTY as soon as MAIN ST. has knowledge of any such circumstance and, upon request of COUNTY, 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 MAIN ST. has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, MAIN ST. will be deemed to be in default of this Agreement.



(d) Specifications. Without limiting any of the other obligations or liabilities of MAIN ST., MAIN ST., at MAIN ST.'s sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit B. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by MAIN ST. and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) MAIN ST.'s insurance must cover MAIN ST. and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the

standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by MAIN ST. are as specified in Exhibit B.



(D) If MAIN ST. asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation (2024), as this statute may be amended from time to time, MAIN ST. shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion. If approved, the named individuals listed in COUNTY'S approved exemption will be the only individuals authorized to perform work under this Agreement.

(E) Any vendor or contractor, including MAIN ST., using an employee leasing company must complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) MAIN ST.'s insurance must cover MAIN ST. 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, or equivalent acceptable to COUNTY. Such coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds. If MAIN ST.'s work, or work under its direction, control, or sub-contract, requires blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of structures, or damage to underground property.

(B) ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37 or their equivalent must be used to provide such Additional Insured status.

(C) The minimum limits to be maintained by MAIN ST. are as specified in Exhibit B.



(3) Business Auto Liability.

(A) MAIN ST.'s insurance must cover MAIN ST. for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event MAIN ST. does not own automobiles, MAIN ST. shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) If MAIN ST.'S operations involve pollutants as defined in the ISO

Form CA 00 01, Form CA9948, Pollution Liability – Broadened Coverage for Covered Autos, is required.

(C) The minimum limits to be maintained by MAIN ST. are as specified in Exhibit B.

(e) The maintenance of the insurance coverage set forth in this Section may not be construed to limit or have the effect of limiting MAIN ST.’s liability under the provisions of Section 5 concerning indemnification or any other provision of this Agreement.

Section 7. Billing and Payment.

(a) COUNTY hereby agrees to provide financial assistance to MAIN ST. up to a total maximum sum of THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00) 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 C, 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 8. 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 Office of Economic Development and Tourism. The reports shall set forth general MAIN ST. activities, financials, and the progress.

Section 9. 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 10. 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 11. Public Records Law.

(a) MAIN ST. 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. MAIN ST. 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, MAIN ST. will provide COUNTY with all requested public records in MAIN ST.'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) MAIN ST. specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, as amended, with regard to public records and must:

(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, MAIN ST. will transfer, at no cost to COUNTY, all public records in possession of MAIN ST., or keep and maintain public records

required by COUNTY under this Agreement. If MAIN ST. transfers all public records to COUNTY upon completion of this Agreement, MAIN ST. must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MAIN ST. keeps and maintains the public records upon completion of this Agreement, MAIN ST. 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 MAIN ST. HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MAIN ST.'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 12. Liaison. MAIN ST. shall submit original Request for Funds Forms and any other correspondence, to the following:

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

Section 13. Notices.

- (a) Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

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

For MAIN ST.:

President
Sanford Main Street, Inc.
111 S. Magnolia Avenue
Sanford, Florida 32771

(b) Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand- delivered to the persons designated below, or (ii) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the Party as set forth in subsection (a) above.



(c) Either of the parties may change, by written notice as provided herein, the address or persons for receipt of notices. All notices shall be effective upon receipt.

Section 14. Assignments. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

Section 15. 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 16. 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 17. 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.

[The remainder of this page has been intentionally left blank.]

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:

SANFORD MAIN STREET, INC.

Signature

By: _____
DANIEL LEWIS, President

Print Name

Date: _____

Signature

Print Name

ATTEST:



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 – Seminole County Tourist Development Tax Grant Application - Sanford Main Street
- Exhibit B – Insurance Requirements
- Exhibit C – Request for Funds Form
- Exhibit D - Foreign Country of Concern Affidavit

JBN/sa

10/22/2024

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