

**City of Gainesville
Parks, Recreation, and Cultural Affairs Department
Administrative Office**

Date: 08-20-15

TO	BOX	NAME	FROM		FOR YOUR
①	6	Helen Harris		✓	Signature/Initials
	6	Paul Folkers			Action
	30	Steve Phillips			Information
	24	Michelle Park			Review
	24	Linda Demetropoulos			① Paul + Russ on
	24	Shannon Keleher			transmittal
	23	Jeff Cardozo			② Mayor on
	24	Jen Gelfand			2 contract
					originals
	30	Margery Allen			PLEASE
	6	Kim Harris			See Me
	24	Ben Dillard			Call Me
	24	Jeff Moffitt			Follow Up
	27	John Weber			Reply with Comments
	24	Gary Paul			Per Your Request
	24	Athletics Supv.		②	Please return/ forward
	24	Sally Wazny			fully signed to:
	24	Kristy Crawford			Maxine Rushing
	30	Russell Etling			Box x8528
	46	Dave Schwartz			Please return
	60	Steve Varvel			review/comments
	6	Karen Pruss			to:
					Box

COMMENTS

Contract approved @ Aug. 20, 2015,
City Commission meeting. Thank you!

- Margie Allen

Today's Date: 7/2/15

CITY OF GAINESVILLE TRANSMITTAL FORM

Dept Tracking # _____

Note: Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000

Type of Action Requested (check one) New Extension Amendment Change Order

Project Amount: \$607,781.45 Anticipated Start Date: 10/1/14

Department Name: Parks, Recreation & Cultural Affairs

Project Manager: Maxine Rushing Phone Number: 393-8528

Account No.: 138-850-L200 Funding Source: City Funds Other

Subcontractor Opportunities: Yes No Provide Other source: Alachua County

Contractor/Vendor: Alachua County, Visitors and Conference Bureau Gainesville

Project Description: Second Amendment to the Interlocal Agreement For Tourism Product Development Program

Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000

PROJECT APPROVED FOR PROCESSING

As Project Manager, the City's liaison, you are responsible for monitoring the project. Including, visibly verifying progress and completion is in accordance with the project specifications.

Maxine Rushing 7/7/15
Project Manager Date
[Signature] 8/19/15
Department Head Date

[Signature] 8/24/2015
Leadership Team, Executive Team or Charter Officer Date

SIMULTANEOUS PROJECT REVIEW

The requested reviewers are noted by an "X" below. Each should complete his/her review and return the project comments directly to the Department. Note: Review and subsequent approval is required of the City Attorney and Risk Manager for all projects. Allow a minimum of three days for Department review.

REVIEWER COMMENTS

The attached project has been reviewed by me and approved As Drafted OR Subject To modifications as noted.

Reviewing Office	As Drafted	Subject To	Signature	Date
<u>X</u> City Attorney (As to form and legality)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<u>7/7/15</u>
<u>X</u> Risk Manager (Risk/Insurance Coverage)	<input type="checkbox"/>	<input type="checkbox"/>	<u>See attached email</u>	<u>6/29/15</u>
Grants (If grant)	<input type="checkbox"/>	<input type="checkbox"/>		
Fleet (vehicles or related)	<input type="checkbox"/>	<input type="checkbox"/>		
Facilities Mgmt (vertical structures)	<input type="checkbox"/>	<input type="checkbox"/>		
IT (software/hardware)	<input type="checkbox"/>	<input type="checkbox"/>		

Notification of project (i.e. bid being processed by Department) to Small Business Procurement Program Coordinator (excludes contracts)

Department shall determine that all items marked "subject to" are cleared before final submission of the project below.

To Contractor for Signature Date: _____ Received From Contractor Date: _____

To City Attorney Date: _____ From City Attorney Date: _____

To City Manager Date: _____ From City Manager Date: _____

City Commission Approval: (\$50,000 and above) Yes No Date Approved: _____
City Commission approval is not required⁽⁵⁾
(5) Provide Purchasing Policy exception section (i.e. Sec 7.1(c))

Purchasing Policy 7.1: Every purchase of an item of supplies, materials, equipment, contractual services, or extension(s) to existing contracts costing in excess of \$50,000 shall require the approval of the City Commission, except... (see Purchasing Policy for exceptions).

PROJECT APPROVED FOR EXECUTION: Note: Decentralized bids or contracts resulting from decentralized bids not to exceed \$50,000

[Signature] 7/7/15
City Attorney Date

[Signature] 8-25-15
City Manager or Designee Date

Print on five part NCR paper - **White** (original) for final execution; **Yellow** for City Attorney; **Pink** for Risk; **Green** for SBPP; **Goldenrod** for file or others as needed.

MEMORANDUM

TO: Steve Phillips
Director, PRCA

FROM: Russell Etling
Cultural Affairs Manager

DATE: June 29, 2015

SUBJECT: Second Amendment to the Interlocal Agreement Dated September 25, 2012 between Alachua County and the City of Gainesville for the Tourism Product Development Program (TPD)

Steve,

We received the final Second Amendment to the TPD Interlocal Agreement, July 2, 2015, from Alachua County and Visitors & Convention Bureau (VisitGainesville) revising the sections below of the Agreement.

To summarize the changes, the first revision extends the term of the agreement two more years beyond its current end date:

Section 1: Term (before changes...)

This Agreement is effective beginning on October 1, 2012 and continues through September 30, 2015, unless earlier terminated as provided herein. All extensions and adjustments to services and compensation shall be in writing and signed by both the County and the City.

Section 1: Term (after changes...)

This agreement shall commence on June 1, 2015 and continue through September 30, 2017 unless terminated as provided herein. The parties may extend the term of this agreement through an amendment approved by both parties.

The second revision relieves the City of liability for a grantee action not in accordance with its contract, as outlined in the current Interlocal Agreement:

Section 2: Duties of the City; Item 2.4 before changes...

The City shall reimburse the County for Tourist Development Tax monies that are not spent for a public purpose, not spent in accordance with §125.0104 Florida Statutes, and/or spent in accordance with Exhibit A. If the funds to be reimbursed have been granted to another organization, the City's liability for reimbursement to the County will be limited to the extent that the City can recover the funds from the organization, its agents or assigns.

Section 2: Duties of the City; Item 2.4 after changes...

This section deleted in its entirety.

The third revision allows unallocated Tourist Development Tax monies remaining in the TPD Grant Program (Programming and Events Category) to be re-designated to the New Programs Category with written consent of the Visitors & Convention Bureau (VisitGainesville) Director:

Section 2: Duties of the City; Item 2.5 before changes...

For the term of this Agreement and any extension(s) thereto, City shall annually return any Tourist Development Tax monies received from the County under this Program that it has not expended, encumbered or expensed as of September 30. The City shall return such monies by April 15 of the following year. Unexpended monies designated for the "New Programs" and "Administration" sections shall remain in the City specified account for that program and are not subject to being returned to the County until this term of this contract expires or the contract is terminated as stated herein.

Section 2: Duties of the City; Item 2.5 after changes...

For the term of this Agreement and any extension(s) thereto, City shall annually return any Tourist Development Tax monies received from the County under this Program that it has not expended or encumbered as of September 30. The City shall return such monies by April 15 of the following year except for unexpended monies designated for the "New Programs" and "Administration" sections shall remain in the City specified account for that program and are not subject to being returned to the County until this term of this contract expires or the contract is terminated as stated herein. In the instance, after the awarding of grants to applicants, that funds remain in the "Programming and Events" category as described in Exhibit A, said funds may be appropriated to the "New Programs" category by written consent of the Visit Gainesville Director.

The fourth revision changes the name of the County Manager:

Section 5: Notice (before changes...)

Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested or by personal delivery with receipt. For purposes of all notices, the representatives of the County and the City are:

County: Richard Drummond
Acting County Manager
PO Box 2877
Gainesville, FL 32602

City: Mr. Russ Blackburn
City Manager
PO Box 490
Gainesville, FL 32627

Section 5: Notice (after changes...)

Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested or by personal delivery with receipt. For purposes of all notices, the representatives of the County and the City are:

County: Dr. Lee A. Niblock
County Manager
PO Box 2877
Gainesville, FL 32602

City: Mr. Russ Blackburn
City Manager
PO Box 490
Gainesville, FL 32627

The fifth revision permits either party (City or County) to terminate the agreement with written notice, where the current Interlocal Agreement only permits the County to do so:

Section 6: Default and Termination; Item 6.2 before changes...

The County may also terminate the Agreement without cause by providing written notice to the City. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, City will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the City in performing this Agreement, whether completed or in process. In the event of such termination for convenience, City's recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but City shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.

Section 6: Default and Termination; Item 6.2 after changes...

Either party may terminate the Agreement without cause by providing written notice to the City. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, City will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the City in performing this Agreement, whether completed or in process. In the event of such termination for convenience, City's recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but City shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed."

If additional information is required please let Maxine or me know.

Sincerely,

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN ALACHUA COUNTY AND
THE CITY OF GAINESVILLE FOR
TOURISM PRODUCT DEVELOPMENT PROGRAM**

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into this ____ day of _____, A.D., 2015, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and the City of Gainesville, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as "City":

WITNESSETH:

WHEREAS, the parties hereto previously entered into an Interlocal agreement dated September 25, 2012 that provides for the City to administer the Tourism Product Development Program; and,

WHEREAS, the parties previously entered into the First Amendment to the Agreement on November 18, 2014;

NOW, THEREFORE, the parties hereby agree to amend the September 25, 2012 interlocal agreement as follows:

Section 1, Term – This agreement shall commence on June 1, 2015 and continue through September 30, 2017 unless terminated as provided herein. The parties may extend the term of this agreement through an amendment approved by both parties.

Section 2.4, under the heading Duties of the City, is hereby deleted in its entirety.

Section 2.5, Duties of the City is hereby replaced in its entirety as follows;

2.5. For the term of this Agreement and any extension(s) thereto, City shall annually return any Tourist Development Tax monies received from the County under this Program that it has not expended or encumbered as of September 30. The City shall return such monies by April 15 of the following year except for unexpended monies designated for the "New Programs" and "Administration" sections shall remain in the City specified account for that program and are not subject to being returned to the County until this term of this contract expires or the contract is terminated as stated herein. In the instance, after the awarding of grants to applicants, that funds remain in the "Programming and Events" category as described in Exhibit A, said funds may be appropriated to the "New Programs" category by written consent of the Visit Gainesville Director.

Section 5, Notice is hereby replaced in its entirety as follows:

5. Notice. Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested or by personal delivery with receipt. For purposes of all notices, the representatives of the County and the City are:

County: Dr. Lee A. Niblock
County Manager
P.O. Box 2877
Gainesville, FL 32602

City: Russ Blackburn
City Manager
P.O. Box 490
Gainesville, FL 32627-0490

Section 6.2, under the heading Default and Termination, is hereby replaced in its entirety as follows:

6.2. Either party may terminate the Agreement without cause by providing written notice to the other party. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, City will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the City in performing this Agreement, whether completed or in process. In the event of such termination for convenience, City's recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but City shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.”

This Amendment will take effect upon signature by the parties hereto,

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the agreement between the parties, dated September 25, 2012 shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

CITY OF GAINESVILLE

By: _____
Charles S. Chestnut IV, Chair
Board of County Commissioners
Date: _____

By: Ed Braddy
Edward Braddy
Mayor
Date: 8/25/2015

ATTEST

J.K. Irby, Clerk

Kurt Lannon
Kurt Lannon
Clerk

(SEAL)

APPROVED AS TO FORM:

Alachua County Attorney's Office

APPROVED AS TO FORM AND
LEGALITY:

David H. ...
City of Gainesville Attorney's Office

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN ALACHUA COUNTY AND
THE CITY OF GAINESVILLE FOR
TOURISM PRODUCT DEVELOPMENT PROGRAM**

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into this ____ day of _____, A.D., 2015, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and the City of Gainesville, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as "City":

WITNESSETH:

WHEREAS, the parties hereto previously entered into an Interlocal agreement dated September 25, 2012 that provides for the City to administer the Tourism Product Development Program; and,

WHEREAS, the parties previously entered into the First Amendment to the Agreement on November 18, 2014;

NOW, THEREFORE, the parties hereby agree to amend the September 25, 2012 interlocal agreement as follows:

Section 1, Term – This agreement shall commence on June 1, 2015 and continue through September 30, 2017 unless terminated as provided herein. The parties may extend the term of this agreement through an amendment approved by both parties.

Section 2.4, under the heading Duties of the City, is hereby deleted in its entirety.

Section 2.5, Duties of the City is hereby replaced in its entirety as follows;

2.5. For the term of this Agreement and any extension(s) thereto, City shall annually return any Tourist Development Tax monies received from the County under this Program that it has not expended or encumbered as of September 30. The City shall return such monies by April 15 of the following year except for unexpended monies designated for the "New Programs" and "Administration" sections shall remain in the City specified account for that program and are not subject to being returned to the County until this term of this contract expires or the contract is terminated as stated herein. In the instance, after the awarding of grants to applicants, that funds remain in the "Programming and Events" category as described in Exhibit A, said funds may be appropriated to the "New Programs" category by written consent of the Visit Gainesville Director.

Section 5, Notice is hereby replaced in its entirety as follows:

5. Notice. Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested or by personal delivery with receipt. For purposes of all notices, the representatives of the County and the City are:

County: Dr. Lee A. Niblock
County Manager
P.O. Box 2877
Gainesville, FL 32602

City: Russ Blackburn
City Manager
P.O. Box 490
Gainesville, FL 32627-0490

Section 6.2, under the heading Default and Termination, is hereby replaced in its entirety as follows:

6.2. Either party may terminate the Agreement without cause by providing written notice to the other party. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, City will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the City in performing this Agreement, whether completed or in process. In the event of such termination for convenience, City's recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but City shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.”

This Amendment will take effect upon signature by the parties hereto,

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the agreement between the parties, dated September 25, 2012 shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

CITY OF GAINESVILLE

By: _____
Charles S. Chestnut IV, Chair
Board of County Commissioners
Date: _____

By: Ed Braddy
Edward Braddy
Mayor
Date: 8/25/2015

ATTEST

J.K. Irby, Clerk

[Signature]
Kurt Cannon
Clerk

(SEAL)

APPROVED AS TO FORM:

APPROVED AS TO FORM AND
LEGALITY:

Alachua County Attorney's Office

[Signature]
City of Gainesville Attorney's Office

Text File

File Number: 150152.

Agenda Date: 8/20/2015

Version: 1

Status: Passed

In Control: City Manager

File Type: Staff
Recommendation

Title

Second Amendment to the Tourism Product Development Interlocal Agreement with Alachua County (B)

This is a request for the City Commission to approve and authorize the Mayor or designee to execute a second amendment to the Tourism Product Development Interlocal Agreement with Alachua County, amending and extending the current agreement for two years, through September 30, 2017.

Explanation

Since the fall of 1996, the City's Department of Parks, Recreation and Cultural Affairs has administered County-funded programs for the expenditure of tourist tax funds to arts and eco-heritage non-profit agencies. Since late 2001, the City has also created new programs under terms of tourist tax funded agreements with Alachua County. The most recent Interlocal Agreement was approved on September 6, 2012 for a period of three years, from October 2012 through September 30, 2015.

Staff has been working with the Alachua County Visitors and Convention Bureau to develop terms for an amendment to the Interlocal Agreement, extending it and also addressing some programmatic needs identified by staff during the current Agreement's term. The Second Amendment includes five revisions to the current Interlocal Agreement: the first revision extends the term of the agreement two more years beyond its current end date; the second revision relieves the City of liability for a grantee action not in accordance with its contract, as outlined in the current Interlocal Agreement; the third revision allows unallocated Tourist Development Tax monies remaining in the Tourism Product Development Grant Program (Programming and Events category) to be re-designated to the City administered New Programs (tourism marketing) category with the written consent of the Visitors & Convention Bureau (Visit Gainesville) Director; the fourth revision changes the name of the County Manager, and the fifth revision permits either party (City or County) to terminate the agreement with written notice, whereas the current Interlocal Agreement only permits the County to do so.

Fiscal Note

The Second Amendment to the Interlocal Agreement provides for unallocated Tourist Development Tax monies not awarded for the Tourism Product Development Grant Program to be re-allocated within the program to the City-administered New Programs (tourism marketing) category, with the written consent of the Visitors & Convention Bureau (Visit Gainesville) Director; in FY 15 this amount is \$102,000.

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN ALACHUA COUNTY AND
THE CITY OF GAINESVILLE FOR
TOURISM PRODUCT DEVELOPMENT PROGRAM**

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into this ____ day of _____, A.D., 2015, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and the City of Gainesville, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as "City":

WITNESSETH:

WHEREAS, the parties hereto previously entered into an Interlocal agreement dated September 25, 2012 that provides for the City to administer the Tourism Product Development Program; and,

WHEREAS, the parties previously entered into the First Amendment to the Agreement on November 18, 2014;

NOW, THEREFORE, the parties hereby agree to amend the September 25, 2012 interlocal agreement as follows:

Section 1, Term – This agreement shall commence on June 1, 2015 and continue through September 30, 2017 unless terminated as provided herein. The parties may extend the term of this agreement through an amendment approved by both parties.

Section 2.4, under the heading Duties of the City, is hereby deleted in its entirety.

Section 2.5, Duties of the City is hereby replaced in its entirety as follows;

2.5. For the term of this Agreement and any extension(s) thereto, City shall annually return any Tourist Development Tax monies received from the County under this Program that it has not expended or encumbered as of September 30. The City shall return such monies by April 15 of the following year except for unexpended monies designated for the "New Programs" and "Administration" sections shall remain in the City specified account for that program and are not subject to being returned to the County until this term of this contract expires or the contract is terminated as stated herein. In the instance, after the awarding of grants to applicants, that funds remain in the "Programming and Events" category as described in Exhibit A, said funds may be appropriated to the "New Programs" category by written consent of the Visit Gainesville Director.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

CITY OF GAINESVILLE

By: _____
Charles S. Chestnut IV, Chair
Board of County Commissioners
Date: _____

By: _____
Edward Braddy
Mayor
Date: _____

ATTEST

J.K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM:

APPROVED AS TO FORM AND
LEGALITY:

Alachua County Attorney's Office

City of Gainesville Attorney's Office

GRANTS AND CONTRACTS - TRANSMITTAL MEMO

Date: November 25, 2014

From: John Johnson, Grants and Contracts Administrator

To: John Pricher, Kathy Munden

CONTRACT #: KL130009

VENDOR: City of Gainesville

DESCRIPTION: First Amendment to Interlocal with City of Gainesville for the Tourism Product Development Program

APPROVED BY: BoCC

APPROVAL DATE: 11/18/14

Received On: 11/21/14

TERM START 11/18/14

TERM END 9/30/15

AMOUNT: n/a

ACCOUNT: 006-4520-552-82-61

ENCUMBRANCE # n/a

RFP/BID # n/a

ACTIONS REQUIRED Please forward a copy to the vendor & retain a copy for your files.
One of two originals sent to John 11/25/14

copy to: F&A
Risk
Purchasing
File

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Interlocal Agreement between the parties dated December 12, 2006 shall be and remain in full force and effect,

IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

Exhibit A– Funding Formula

The Tourism Product Development Program will receive annually 85% of the 3rd Cent of Tourist Development Tax.

Administration

The City of Gainesville shall receive an amount not to exceed 10% of the total budgeted amount for the Program

Tourism Product Development Program

The Tourism Product Development Program shall receive the remaining budgeted amount to be divided in the following categories:

- Programming and Events 80%
- New Programs/Marketing 20%
 - (This program will be administered by the City of Gainesville and is a continuation of the program established under the Destination Enhancement Interlocal Agreement)



Alachua County Office of Management and Budget

Richard C. Mills
John D. Johnson

Interim Director
Grants/Contracts Administrator

October 3, 2012

MEMORANDUM

To: John Pricher
Tourist Development

From: John Johnson, Grants & Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the Board of County Commissioners
on September 25, 2012 & Received in Contracts September 28, 2012**

Please find attached a scan of the original document referenced below which was approved by the Board on the referenced above.

GAINESVILLE, CITY OF

Agreement for the Tourist Product Development Grant Program

Term: October 1, 2012 – September 30, 2015

Amount: N/A

Account: 006-4540-552.82-61

006-4540-552.82-62

Please forward the document to the vendor and keep a copy for your files. Thank you for your assistance.

Attachment

cc: Finance & Accounting
Purchasing
File

JDJ/amp



2. Duties of the City

- 2.1. The City shall administer the Tourism Product Development Program (“Program”) in accordance with the funding formula attached hereto as Exhibit A, the Alachua County Tourist Development Council Tourism Product Development Program Guidelines, and the provisions set forth in §125.0104, Florida Statutes.
- 2.2. The City shall enter into agreements with agencies awarded by the Tourist Development Council (TDC). The City shall review requests for funding reimbursement from these agencies, and disburse funds for authorized expenditures as funding becomes available.
- 2.3. During the term of this Agreement, the City shall maintain separate accounts for County funds.
- 2.4. The City shall reimburse the County for Tourist Development Tax monies that are not spent for a public purpose, not spent in accordance with §125.0104 Florida Statutes, and/or not spent in accordance with Exhibit A. If the funds to be reimbursed have been granted to another organization, the City’s liability for reimbursement to the County will be limited to the extent that the City can recover the funds from the organization, its agents or assigns.
- 2.5. For the term of this Agreement and any extension(s) thereto, City shall annually return any Tourist Development Tax monies received from the County under this Program that it has not expended, encumbered or expensed as of September 30. The City shall return such monies by April 15 of the following year. Unexpended monies designated for the “New Programs” and “Administration” sections shall remain in the City specified account for that program and are not subject to being returned to the County until this term of this contract expires or the contract is terminated as stated herein.
- 2.6. The City shall submit a report in both written and electronic format to the Visitors and Convention Bureau (VCB) on a semiannual basis (Exhibit B) outlining events and use of the funds disbursed under the Program.
- 2.7. The City shall maintain an active presence at VCB meetings and play a role in the Visit Florida Committee structure.
- 2.8. The City shall utilize the Tourism Product Development Grant Program as matching funds to apply for grants and enhance the assistance they provide for local arts agencies.
- 2.9. The City shall continue the educational component of its services to local arts agencies and artists strengthening their capacity for success.
- 2.10. The City shall enhance its communication and planning efforts with the VCB through quarterly meetings between the agencies.
- 2.11. The City and VCB shall work cooperatively to establish a centralized and coordinated public relations and marketing system for all future grant recipients.

3. Duties of the County

- 3.1. The County shall in its sole discretion, through the County’s budget process, determine the estimated amount of money, if any, allocated to the Program each year, pursuant to the distribution formula described in Exhibit A, and shall notify the City in a timely manner of the estimated amount of funding to be allocated. In addition, upon receipt of Tourist

Gainesville, FL 32602

City: Russ Blackburn
City Manager
PO Box 490
Gainesville, FL 32627-0490

A copy of any notice, request or approval to the County must also be sent to:

J. K. Irby	Office of Management and Budget
ATTN: Finance and Accounting	ATTN: Grants/Contracts
Clerk of the Court	105 SE 1st Avenue, Suite 6
PO Box 939	Gainesville, FL 32601
Gainesville, FL 32602	

6. Default and Termination

- 6.1. The failure of the City to comply with any provision of this Agreement will place the City in default. Prior to terminating the Agreement, the County will notify the City in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the City seven (7) days to cure the default. The VCB Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the City
- 6.2. The County may also terminate the Agreement without cause by providing written notice to the City. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, City will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the City in performing this Agreement, whether completed or in process. In the event of such termination for convenience, City's recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but City shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.
- 6.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours notice in writing to the City. The County will be the final authority as to the availability of funds. The County will pay the City for all work completed prior to any notice of termination.

7. Project Records

- 7.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater,

16. **Attachments** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
17. **Amendments** The parties may amend this Agreement only by mutual written agreement of the parties.
18. **Captions and Section Headings** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
19. **Construction** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.
20. **Entire Agreement** This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

Exhibit A– Funding Formula

The Tourism Product Development Program will receive annually 85% of the 3rd Cent of Tourist Development Tax.

Administration

The City of Gainesville shall receive an amount not to exceed 10% of the total budgeted amount for the Program

Tourism Product Development Program

The Tourism Product Development Program shall receive the remaining budgeted amount to be divided in the following categories:

- Programming and Events 85%
- Capital Improvement 5%
 - (In addition to the 5% allotted, this category will receive all unexpended encumbrances and unbudgeted revenue. This percentage will not be billed to the County by the City. The funding for this portion comes from fund balance. The 5% of the new revenue will continue to ensure that this portion has sufficient funds to continue.)
- New Programs/Marketing 10%
 - (This program will be administered by the City of Gainesville and is a continuation of the program established under the Destination Enhancement Interlocal Agreement)



Alachua County Agenda

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

September 25, 2012 Regular BoCC Meeting
Agenda Item #37

Title

Interlocal with the City of Gainesville to manage the Tourist Product Development Grant Program (Amended)

Amount

N/A

Description

Request Approval of the Interlocal agreement with the City of Gainesville for Tourist Product Development Program

Recommendation

Approve the Interlocal agreement with the City of Gainesville for Tourist Product Development Program for Chair signature

Alternative(s)

Do not approve

Requested By

Roland Loog

Originating Department

Tourist Development

Attachment(s) Description

Interlocal agreement between Alachua County and the City of Gainesville

Documents Requiring Action

Interlocal agreement between Alachua County and the City of Gainesville

Executive Summary

This interlocal agreement between Alachua County and the City of Gainesville continues the partnership where the City of Gainesville handles the management of the Tourist Product Development Program which provides funding to local Arts & Cultural agencies. Through the interlocal agreement, the City manages the reimbursement for the programming (marketing) and the capital (improvements and repairs) awards while also receiving funds to create new programs such as the Gainesville Cell Phone Tours.

Background

Since November of 2001, the City of Gainesville has managed the portion of Tourist Development Tax funds dedicated to the promotion of the programs and events created by the local Arts & Cultural agencies. The funding process has evolved from its original form called Destination Enhancement, where agencies were grouped by like themes and divided up the funding, to its current form called Tourist Product Development, a competitive application process where applications are reviewed and awarded by the Tourist Development Council.

Issues

Not approving the agreement could impact the City of Gainesville's Department of Parks, Recreation and Cultural Affairs chances at securing outside grants for Tourist Promotion and Programming.

From: [Varvel, Steven C.](#)
To: [Gelfand, Jen L.](#)
Subject: RE: For your review: 2nd Amendment to the Tourist Product Development Agreement with Alachua County
Date: Monday, June 29, 2015 11:10:26 AM

Approved,
Steve Varvel

From: Gelfand, Jen L.
Sent: Monday, June 29, 2015 9:48 AM
To: Varvel, Steven C.
Subject: For your review: 2nd Amendment to the Tourist Product Development Agreement with Alachua County

Hi Steve –

Attached for your review, please find the draft 2nd amendment to the Inter-local Agreement for the Tourist Product Development Program between the City and Alachua County. This amendment will extend the agreement for an additional 2 years as well as reallocated some of the funding to different categories.

Please let me know if you have any comments or concerns.

Thanks,
Jen

Jennifer Gelfand | Program Coordinator | City of Gainesville Parks, Recreation and Cultural Affairs Department
desk 352-393-8358 | **cell** 352-316-6526 | **fax** 352-334-3299 | **email** gelfandjl@cityofgainesville.org
Stay connected: www.cityofgainesvilleparks.org



IT STARTS IN
PARKS

From: John Pricher
To: [Rushing, Maxine W.](#)
Cc: [Etling, Russell H.](#); [Gelfand, Jen L.](#); [Park, Michelle A.](#)
Subject: RE: County Addendum - Final 2nd Amendment
Date: Thursday, July 02, 2015 2:25:24 PM
Attachments: [SECONDAMENDMENTFinal215.pdf](#)

Maxine

Attached is the final amendment for signature.

John Pricher
Visit Gainesville
30 East University Ave
Gainesville, FL 32601
P: 352.374.5260
F: 352.338.3213
<http://www.VisitGainesville.com>

From: Rushing, Maxine W. [mailto:RushingMW@cityofgainesville.org]
Sent: Wednesday, July 01, 2015 5:03 PM
To: John Pricher; John Pricher
Cc: [Etling, Russell H.](#); [Gelfand, Jen L.](#); [Park, Michelle A.](#); [Rushing, Maxine W.](#)
Subject: FW: County Addendum - Final 2nd Amendment
Importance: High

John,

The City Attorney, Nicole has added the deleted language back into the second amendment document that is attached to this email (no content changes have occurred). Please expedite the County's review and return the final document to us.

Maxine

Maxine Rushing | Grants Program Specialist
City of Gainesville Parks, Recreation and Cultural Affairs Department | A CAPRA Accredited Agency
Mailing: POB 490, Station 24, Gainesville, FL 32627 | **Hand Deliver:** The Historic Thomas Center, 306 NE 6th Avenue, Building B, Room 341, Gainesville, FL 32601
Desk: 352-393-8528 | **Fax:** 352-334-3299 | **Email:** rushingmw@cityofgainesville.org

Note: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: [Gelfand, Jen L.](#)
Sent: Wednesday, July 01, 2015 4:50 PM
To: [Etling, Russell H.](#); [Park, Michelle A.](#); [Allen, Margery E.](#); [Rushing, Maxine W.](#)
Subject: RE: County Addendum - Final 2nd Amendment

Attached is the final draft from Nicole. It is ready to go back to the County for their approval.

Thanks,

Jen

From: Etling, Russell H.
Sent: Wednesday, July 01, 2015 11:16 AM
To: Park, Michelle A.; Gelfand, Jen L.; Allen, Margery E.; Rushing, Maxine W.
Subject: RE: County Addendum

Following our conversation, Jen, I talked with John Pricher and told him the City Attorney wanted a revision that showed deleted sections. He said that has been done before and not a problem but he also wanted a "clean" version. -R

Russell Etling | Cultural Affairs Manager
City of Gainesville Parks, Recreation and Cultural Affairs Department – A CAPRA Accredited Agency
Desk: 352-393-8532 | cell: 352-316-4628 | fax: 352-334-2314 | email: etlingrh@cityofgainesville.org

Mailing Address:	Office Location:
Russell Etling	The Historic Thomas Center
Parks, Recreation and Cultural Affairs	Building A – Room 209
P.O. Box 490 – Station 30	302 NE 6 th Avenue
Gainesville, FL 32627-0490	Gainesville, FL 32601

Note: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN ALACHUA COUNTY AND
THE CITY OF GAINESVILLE FOR
TOURISM PRODUCT DEVELOPMENT PROGRAM**

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into this ____ day of _____, 2015, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and the City of Gainesville, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as "City":

WITNESSETH:

WHEREAS, the parties hereto previously entered into an Interlocal Agreement dated September 25, 2012 that provides for the City to administer the Tourism Product Development Program; and,

WHEREAS, the parties previously entered into the First Amendment to the Interlocal Agreement on November 18, 2014 (the Interlocal Agreement and First Amendment are collectively referred to herein as the "Agreement");

NOW, THEREFORE, the parties hereby agree to amend the Agreement as set forth below. Words shown in ~~strike thru~~ are deleted and words underlined are added.

The parties hereby exercise the 2 – 1 year extensions provided in **Section 1, Term** – hereby extending the Agreement through September 30, 2017 unless terminated as provided herein.

~~**Section 2.4.** The City shall reimburse the County for Tourist Development tax monies that are not spent for a public purpose, not spent in accordance with §125.0104 Florida Statutes, and/or not spent in accordance with Exhibit A. If the funds to be reimbursed have been granted to another organization, the City's liability for reimbursement to the County will be limited to the extent that the City can recover the funds from the organization, its agents or assigns.~~

Section 2.5. For the term of this Agreement and any extension(s) thereto, City shall annually return any Tourist Development Tax monies received from the County under this Program that it has not expended, encumbered or expensed as of September 30. The City shall return such monies by April 15 of the following year except for unexpended monies designated for the "New Programs" and "Administration" sections shall remain in the City specified account for that program and are not subject to being returned to the County until this term of this contract this Agreement expires or the contract is terminated as stated herein. In the instance, after the awarding of grants to applicants, that funds remain in the "Programming and Events" category as described in Exhibit A, said funds may

be appropriated to the "New Programs" category by written consent of the Visit Gainesville Director.

Section 5. Notice. Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested or by personal delivery with receipt. For purposes of all notices, the representatives of the County and the City are:

County: Dr. Lee A. Niblock
County Manager
~~Richard Drummond~~
~~Acting County Manager~~
P.O. Box 2877
Gainesville, FL 32602

City: Russ Blackburn
City Manager
P.O. Box 490
Gainesville, FL 32627-0490

Section 6.2 ~~The County may also~~ Either party may terminate the Agreement without cause by providing written notice to the ~~City~~ other party. The County Manager is authorized to provide written notice of termination on behalf of the County. The City Manager is authorized to provide written notice of termination on behalf of the City. Upon such notice, City will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the City in performing this Agreement, whether completed or in process. In the event of such termination for convenience, City's recovery against County shall be limited to that portion of the Agreement amount earned or expended through the date of termination, but City shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed."

This Amendment will take effect upon signature by the parties hereto.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Agreement shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

CITY OF GAINESVILLE

By: _____
Charles S. Chestnut IV, Chair
Board of County Commissioners
Date: _____

By: _____
Edward Braddy
Mayor
Date: _____

ATTEST

ATTEST

J.K. Irby, Clerk

Kurt Lannon, Clerk of the Commission

(SEAL)

APPROVED AS TO FORM:

APPROVED AS TO FORM AND
LEGALITY:

Alachua County Attorney's Office

City of Gainesville Attorney's Office

GRANTS AND CONTRACTS - TRANSMITTAL MEMO

Date: November 25, 2014

From: John Johnson, Grants and Contracts Administrator

To: John Pricher, Kathy Munden

CONTRACT #: KL130009

VENDOR: City of Gainesville

DESCRIPTION: First Amendment to Interlocal with City of Gainesville for the Tourism Product Development Program

APPROVED BY: BoCC

APPROVAL DATE: 11/18/14

Received On: 11/21/14

TERM START 11/18/14

TERM END 9/30/15

AMOUNT: n/a

ACCOUNT: 006-4520-552-82-61

ENCUMBRANCE # n/a

RFP/BID # n/a

ACTIONS REQUIRED Please forward a copy to the vendor & retain a copy for your files.
One of two originals sent to John 11/25/14

copy to: F&A
Risk
Purchasing
File

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN ALACHUA COUNTY AND
THE CITY OF GAINESVILLE FOR
TOURISM PRODUCT DEVELOPMENT PROGRAM**

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this 18th day of November, 2014, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and the City of Gainesville, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as "City":

W I T N E S S E T H:

WHEREAS, the parties here to previously entered into an Interlocal Agreement dated December 12, 2006 that provides for the City to administer the Tourism Product Development Program; and,

WHEREAS, the parties wish to amend Exhibit A, "Funding Formula"; and

WHEREAS the parties wish to amend Section 4.1 "Payment Procedures";

NOW, THEREFORE, the parties hereby agree to amend the September 25, 2012 Interlocal Agreement as follows:

Section 1. Exhibit A, Funding Formula is hereby replaced in its entirety by Exhibit A attached hereto.

Section 4.1, Payment Procedures, is hereby replaced in its entirety as follows:


4.1. The City shall invoice the County for one-half of the available amount designated for administration and programming at the beginning of each fiscal year and the remaining half of the available amount designated for administration and programming on January 15.

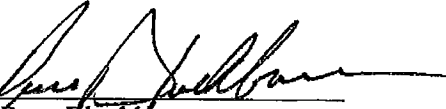
SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Interlocal Agreement between the parties dated December 12, 2006 shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

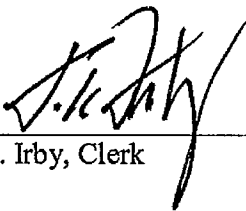
ALACHUA COUNTY, FLORIDA

CITY OF GAINESVILLE

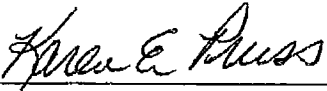
By: 
Charles S. Chestnut
Board of County Commissioners

By: 
Russ Blackburn
City Manager

ATTEST:


J.K. Irby, Clerk

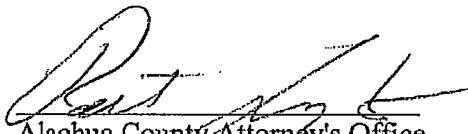
ATTEST:


Karen E. Pruss

(SEAL)

APPROVED AS TO FORM:

APPROVED AS TO FORM AND
LEGALITY:


Alachua County Attorney's Office

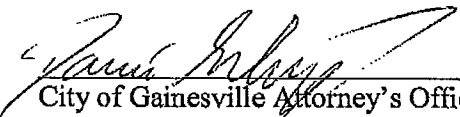

City of Gainesville Attorney's Office
David C. Schwartz
Assistant City Attorney

Exhibit A– Funding Formula

The Tourism Product Development Program will receive annually 85% of the 3rd Cent of Tourist Development Tax.

Administration

The City of Gainesville shall receive an amount not to exceed 10% of the total budgeted amount for the Program

Tourism Product Development Program

The Tourism Product Development Program shall receive the remaining budgeted amount to be divided in the following categories:

- Programming and Events 80%

- New Programs/Marketing 20%
 - (This program will be administered by the City of Gainesville and is a continuation of the program established under the Destination Enhancement Interlocal Agreement)



Alachua County Office of Management and Budget

Richard C. Mills
John D. Johnson

Interim Director
Grants/Contracts Administrator

October 3, 2012

MEMORANDUM

To: John Pricher
Tourist Development

From: John Johnson, Grants & Contracts Administrator
Office of Management & Budget

Subject: **Grants/Contracts Approved by the Board of County Commissioners on September 25, 2012 & Received in Contracts September 28, 2012**

Please find attached a scan of the original document referenced below which was approved by the Board on the referenced above.

GAINESVILLE, CITY OF

Agreement for the Tourist Product Development Grant Program

Term: October 1, 2012 – September 30, 2015

Amount: N/A

**Account: 006-4540-552.82-61
006-4540-552.82-62**

Please forward the document to the vendor and keep a copy for your files. Thank you for your assistance.

Attachment

cc: Finance & Accounting
Purchasing
File

JDJ/amp



**INTERLOCAL AGREEMENT
BETWEEN ALACHUA COUNTY
AND CITY OF GAINESVILLE:
TOURISM PRODUCT DEVELOPMENT PROGRAM**

This Agreement is entered into this 25 day of September, 2012, between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County," and the City of Gainesville, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, the County and the City are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and

WHEREAS, the City of Gainesville, through its Department of Parks, Recreation and Cultural Affairs is the designated Local Arts Agency for Alachua County, administering the arts and cultural resources of Alachua County through its Cultural Plan, the Cultural Element of the City's Comprehensive Plan and the Gainesville-Alachua County Cultural Affairs Board; and

WHEREAS, the County wishes to establish a program from a portion of Tourist Development Tax revenues for Tourism Product Development activities that will increase tourism in Alachua County under the provisions set forth in §125.0104, Florida Statutes; and

WHEREAS, the City is willing to administer Tourism Product Development funds on behalf of the County,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

- 1. Term** – This Agreement is effective beginning on October 1, 2012 and continues through September 30, 2015, unless earlier terminated as provided herein. Pending satisfactory performance, the County will have the option at the end of the contract term to extend the Agreement for an additional one-year period under the same terms and conditions. Up to two such extensions are allowed, pending satisfactory performance, negotiation of fees and appropriation of funds. All extensions and adjustments to services and compensation shall be in writing and signed by both the County and the City.

2. Duties of the City

- 2.1. The City shall administer the Tourism Product Development Program (“Program”) in accordance with the funding formula attached hereto as Exhibit A, the Alachua County Tourist Development Council Tourism Product Development Program Guidelines, and the provisions set forth in §125.0104, Florida Statutes.
- 2.2. The City shall enter into agreements with agencies awarded by the Tourist Development Council (TDC). The City shall review requests for funding reimbursement from these agencies, and disburse funds for authorized expenditures as funding becomes available.
- 2.3. During the term of this Agreement, the City shall maintain separate accounts for County funds.
- 2.4. The City shall reimburse the County for Tourist Development Tax monies that are not spent for a public purpose, not spent in accordance with §125.0104 Florida Statutes, and/or not spent in accordance with Exhibit A. If the funds to be reimbursed have been granted to another organization, the City’s liability for reimbursement to the County will be limited to the extent that the City can recover the funds from the organization, its agents or assigns.
- 2.5. For the term of this Agreement and any extension(s) thereto, City shall annually return any Tourist Development Tax monies received from the County under this Program that it has not expended, encumbered or expensed as of September 30. The City shall return such monies by April 15 of the following year. Unexpended monies designated for the “New Programs” and “Administration” sections shall remain in the City specified account for that program and are not subject to being returned to the County until this term of this contract expires or the contract is terminated as stated herein.
- 2.6. The City shall submit a report in both written and electronic format to the Visitors and Convention Bureau (VCB) on a semiannual basis (Exhibit B) outlining events and use of the funds disbursed under the Program.
- 2.7. The City shall maintain an active presence at VCB meetings and play a role in the Visit Florida Committee structure.
- 2.8. The City shall utilize the Tourism Product Development Grant Program as matching funds to apply for grants and enhance the assistance they provide for local arts agencies.
- 2.9. The City shall continue the educational component of its services to local arts agencies and artists strengthening their capacity for success.
- 2.10. The City shall enhance its communication and planning efforts with the VCB through quarterly meetings between the agencies.
- 2.11. The City and VCB shall work cooperatively to establish a centralized and coordinated public relations and marketing system for all future grant recipients.

3. Duties of the County

- 3.1. The County shall in its sole discretion, through the County’s budget process, determine the estimated amount of money, if any, allocated to the Program each year, pursuant to the distribution formula described in Exhibit A, and shall notify the City in a timely manner of the estimated amount of funding to be allocated. In addition, upon receipt of Tourist

Development Tax revenues from the Tax Collector each month, the County shall notify the City of the actual amount received.

- 3.2. The County acknowledges that ten percent (10 %) of the annual allocation will be used by the City for the cost of administration of the Program.

4. Payment Procedures

- 4.1. The City shall invoice the County for one-half of the available amount designated for administration and programming at the beginning of each fiscal year and the remaining half of the available amount designated for administration and programming on January 15. The City shall invoice the County for the entire amount designated for the Capital portion of the program at the beginning of the fiscal year.
- 4.2. Payments of amounts invoiced under Section 4.A above are contingent upon the cash availability of Tourist Development Tax revenues allocated for the Program and will not exceed the amount described in the formula detailed in Exhibit A. It is acknowledged by the parties that payments may vary, based upon Tourist Development Tax revenues collected. The Tourist Development Tax funds allocated to this agreement are a cumulative measure over the course of the fiscal year. Excesses over budgeted, allocated amounts in any month can and will be used to offset deficits in any in any succeeding month. Underpayments resulting from deficits can and will be made up to the extent that excess amounts are received in following months of the fiscal year.
- 4.3. The County shall make payment to the City of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes and the County's prompt payment procedures. Payments shall be made to the following address:

City of Gainesville
Billing and Collections
PO Box 490
Gainesville, FL 32627-0490

- 4.4. The City has no obligation or responsibility to promise expense or expend any funds unless and until such funds are received from the County. Neither the City nor the County will make whole any sub recipient organization whose funds may be less than anticipated due to Tourist Development Tax shortfalls or any other nonpayment or underpayment to the City by the County.
5. **Notice** Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested or by personal delivery with receipt. For purposes of all notices, the representatives of the County and the City are:

County: Richard Drummond
Acting County Manager
PO Box 2877

Gainesville, FL 32602

City: Russ Blackburn
City Manager
PO Box 490
Gainesville, FL 32627-0490

A copy of any notice, request or approval to the County must also be sent to:

J. K. Irby	Office of Management and Budget
ATTN: Finance and Accounting	ATTN: Grants/Contracts
Clerk of the Court	105 SE 1st Avenue, Suite 6
PO Box 939	Gainesville, FL 32601
Gainesville, FL 32602	

6. Default and Termination

- 6.1. The failure of the City to comply with any provision of this Agreement will place the City in default. Prior to terminating the Agreement, the County will notify the City in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the City seven (7) days to cure the default. The VCB Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the City
- 6.2. The County may also terminate the Agreement without cause by providing written notice to the City. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, City will immediately discontinue all services affected (unless the notice directs otherwise); and, deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the City in performing this Agreement, whether completed or in process. In the event of such termination for convenience, City's recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but City shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.
- 6.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours notice in writing to the City. The County will be the final authority as to the availability of funds. The County will pay the City for all work completed prior to any notice of termination.

7. Project Records

- 7.1. For a period of five (5) years, or fifteen (15) years if related to a capital improvement project, after the completion of all work to be performed, or as required by Chapter 119, Florida Statutes (Public Records Act) and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever period is greater,

the City shall keep and make available to the County for inspection and copying, upon written request by the County, all records in City's possession relating to the Agreement. Additionally, the City shall make said records available, upon written request by the County, to any state, federal, or other regulatory authority, and any such authority may review, inspect and copy said records unless exempted under Chapter 119, Florida Statutes.

7.2. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

8. Indemnification

Each party shall be solely responsible for the negligent or wrongful acts of their employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of §768.28, Florida Statutes.

9. **Assignment of Interest** For all assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

10. **Successors and Assigns** The County and City each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement

11. **Independent Contractor** In the performance of this Agreement, the City is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The City is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the agreement.

12. **Conflict of Interest** The City warrants that it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The City shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

13. **Severability** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect

14. **Non Waiver** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

15. **Governing Law and Venue** This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

16. **Attachments** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
17. **Amendments** The parties may amend this Agreement only by mutual written agreement of the parties.
18. **Captions and Section Headings** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
19. **Construction** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.
20. **Entire Agreement** This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

ALACHUA COUNTY, FLORIDA

CITY OF GAINESVILLE

By: Paula M. DeLaney
Paula M. DeLaney, Chair
Board of County Commissioners

By: Russ Blackburn
Russ Blackburn
City Manager

ATTEST

J.K. Irby
J.K. Irby, Clerk

Margaret Allen

(SEAL)

APPROVED AS TO FORM:

APPROVED AS TO FORM AND
LEGALITY:

Paul L. ...
Alachua County Attorney's Office

Ronald ...
City of Gainesville Attorney's Office

Exhibit A– Funding Formula

The Tourism Product Development Program will receive annually 85% of the 3rd Cent of Tourist Development Tax.

Administration

The City of Gainesville shall receive an amount not to exceed 10% of the total budgeted amount for the Program

Tourism Product Development Program

The Tourism Product Development Program shall receive the remaining budgeted amount to be divided in the following categories:

- Programming and Events 85%
- Capital Improvement 5%
 - (In addition to the 5% allotted, this category will receive all unexpended encumbrances and unbudgeted revenue. This percentage will not be billed to the County by the City. The funding for this portion comes from fund balance. The 5% of the new revenue will continue to ensure that this portion has sufficient funds to continue.)
- New Programs/Marketing 10%
 - (This program will be administered by the City of Gainesville and is a continuation of the program established under the Destination Enhancement Interlocal Agreement)

Exhibit B – City Reporting Schedule

Mid-year, for the period of October 1st through March 31st: on or about May 15th

Final Report, for the period of April 1st through September 30th: on or about November 15th

The logo features a stylized map of Alachua County on the left, with the text "Alachua County" in a serif font and "eAgenda" in a large, bold, sans-serif font to its right. A decorative swoosh underline is positioned beneath the text.

**ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS**

September 25, 2012 Regular BoCC Meeting
Agenda Item #37

Title

Interlocal with the City of Gainesville to manage the Tourist Product Development Grant Program (Amended)

Amount

N/A

Description

Request Approval of the Interlocal agreement with the City of Gainesville for Tourist Product Development Program

Recommendation

Approve the Interlocal agreement with the City of Gainesville for Tourist Product Development Program for Chair signature

Alternative(s)

Do not approve

Requested By

Roland Loog

Originating Department

Tourist Development

Attachment(s) Description

Interlocal agreement between Alachua County and the City of Gainesville

Documents Requiring Action

Interlocal agreement between Alachua County and the City of Gainesville

Executive Summary

This interlocal agreement between Alachua County and the City of Gainesville continues the partnership where the City of Gainesville handles the management of the Tourist Product Development Program which provides funding to local Arts & Cultural agencies. Through the interlocal agreement, the City manages the reimbursement for the programming (marketing) and the capital (improvements and repairs) awards while also receiving funds to create new programs such as the Gainesville Cell Phone Tours.

Background

Since November of 2001, the City of Gainesville has managed the portion of Tourist Development Tax funds dedicated to the promotion of the programs and events created by the local Arts & Cultural agencies. The funding process has evolved from its original form called Destination Enhancement, where agencies were grouped by like themes and divided up the funding, to its current form called Tourist Product Development, a competitive application process where applications are reviewed and awarded by the Tourist Development Council.

Issues

Not approving the agreement could impact the City of Gainesville's Department of Parks, Recreation and Cultural Affairs chances at securing outside grants for Tourist Promotion and Programming.

Fiscal Recommendation

Funds are budgeted for FY 13

Fiscal Alternative(s)

None

Funding Sources

Tourist Development Tax

Account Code(s)

006-4540-552-82-61; 006-4540-552-82-62

Attachment: [Gville TDC Product Develop Final.pdf](#)