

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/24/2021

Contract/Lease Control #: C21-3102-BCC

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: CRESTVIEW AREA CHAMBER OF COMMERCE, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/01/2021

Expiration Date: 10/30/2021

Description of: TOURIST DEVELOPMENT TAXING DISTRICT EXPANSION  
EDUCATION AND OUTREACH PROGRAM

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7151

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

## **Tourist Development Taxing District Expansion Education and Outreach Agreement**

This Tourist Development Taxing District (“TDD”) Expansion Education and Outreach Agreement (“Agreement”) is entered into and effective on this 18<sup>th</sup> day of August, 2021 (“Effective Date”) by and between Okaloosa County, a political subdivision of the State of Florida (“County”) and the Crestview Area Chamber of Commerce, Inc., a Florida Not for Profit Corporation (“Chamber”). Together the County and the Chamber shall be collectively known as the “Parties”.

### **RECITALS**

**WHEREAS**, the County Commission has unanimously voted to pursue expanding the TDD countywide and place an expansion measure on the ballot; and

**WHEREAS**, several cities and lodging partners have expressed early support for such a measure; and

**WHEREAS**, there are nearly three times the number of voters in the proposed TDD expansion area versus the current TDD, who may not be as familiar with the Tourism Development Bed Taxes; and

**WHEREAS**, the Chamber and the County have worked together on various projects in the past and believe the TDD countywide expansion may be a collaborative opportunity to support economic development; and

**WHEREAS**, the Chamber is a non-profit organization that provides business services within the Crestview area which may be impacted positively by the TDD expansion; and

**WHEREAS**, the County desires to have the Chamber assist with conducting an education campaign regarding the TDD expansion; and

**WHEREAS**, the Chamber has come forward and stated they are willing and able to assist the County in running a similar education campaign for the TDD Expansion; and

**WHEREAS**, the services under this Agreement will be paid from the County’s General Fund.

**NOW THEREFORE**, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. Services. The Chamber shall conduct an education and outreach campaign focused on the voters within the Chamber area. Under no circumstances shall County funds be utilized by the Chamber to encourage or discourage the passage of the upcoming referendum. The Chamber shall provide the staffing, technology, and other resources necessary to manage the educational

campaign within the Chamber area. The services to be provided by the Chamber shall include, but not be limited to:

- a. Assist the County within the Chamber area with an educational media campaign with website information, speaking engagements, social media, letters to the editor, and reminder/updates at the Chamber meetings.
- b. Provide specific educational outreach and coordination to key stakeholder groups and individuals within the Cities of Crestview and Laurel Hill and interconnected unincorporated areas including but not limited to:
  - o City Council and Manager/Clerk
  - o Lodging Establishments
  - o Community Leaders
  - o Potential tourism partners such as restaurants, outfitters, and similar positioned individuals
- c. Coordinate the education outreach campaign and efforts with the County to include but not limited to: providing feedback from the Chamber area and on educational and outreach approaches, sending out emails, hosting events, and providing space in the Chamber newsletter.
- d. Work with the City and County PIO's and local media in the coordination of educational messaging within the outreach campaign in your area and common events.
- e. Host information on the Chamber's website for the educational campaign. The website shall include education information about the expansion and seek to answer commonly asked questions.
- f. Enlist City Council Members, local lodging and restaurant establishments, and others willing to inform, educate and answer questions about the TDD expansion.
- g. Reporting: After the first billing, the Chamber shall provide a written monthly report with its monthly billing detailing its efforts to educate the public about the TDD expansion provided during the previous month. A minimum of 5 hours a week on average shall be spent on the educational campaign.

2. Service Review Meetings: The Chamber shall meet with the County Representatives as needed and as requested by the County Representatives to review the status and progress of the Services. At a minimum, these meeting shall occur at least once monthly. County Representatives will be Jennifer Adams, Tourism Director and Craig Coffey, Deputy County Administrator, and/or other individuals assigned by the County. The Chamber Director shall be the Chamber Representative.

3. Term, and Effective Date: The term for this Agreement will begin on the Effective Date and will end on October 30, 2021, unless terminated earlier. The Effective Date shall be retroactive to July 1, 2021..

4. Termination of Services:

- a. The County may terminate this Agreement at any time for cause upon discovery that any of the information provided by the Chamber is inaccurate, that the terms and conditions of this Agreement have been violated, or that reimbursement payments have been fraudulently requested, or failure of the Chamber to perform tasks in a timely manner.
- b. The County may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results, by providing the Chamber with fifteen (15) calendar days prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment. The amendment will state the effective date of the termination and the procedures for proper close-out of this Agreement.
- d. In the event this Agreement is terminated, the Chamber shall not incur new obligations for the terminated portion of this Agreement after it has received the notification of termination. The Chamber shall cancel as many outstanding obligations as soon as possible. Costs incurred after receipt of the termination notice will be disallowed. However, the County shall be responsible for payment for any Services that have been performed by the Chamber through the date of termination. The Chamber shall deliver to the County all documents, including, but not limited to, reports, notes, records, data, summaries, files, and such other information and materials as may have been accumulated by the Chamber and/or prepared on behalf of the County in relation to this Agreement, whether completed or in progress. The Chamber will not be relieved of liability to the County because of any breach of this Agreement by the Chamber.

5. Payment:

- a. As payment for the Services provided by the Chamber under the Agreement, the County agrees to pay the Chamber a total not-to-exceed amount of \$20,000.00. Payments shall be made in \$5,000 lump sum increments with payments due after the first of each month through billing invoices from the Chamber. The first payment of \$10,000 shall be paid on September 1, 2021 for work done for the months of July and August.

- b. The County will provide no reimbursements for any expenses to include but not limited to: administrative costs and expenses of Chamber, such as telephone, facsimile, travel, per diem, courier service, or copying expenses. Educational expenses and supplies are solely funded by the County. The Chamber may separately coordinate directly and obtain pre-approval with the County for funding of items directly related to the education and outreach campaign such as handout materials, purchase of materials, purchase of advertising, and similar measures.
- c. The Chamber must provide any additional records, updates, or information as needed that may be requested by the County from time-to-time.
- d. If all required requests, records, and any necessary certifications are not provided to the County or are not completed in a manner acceptable to the County, the County may withhold further payments until they are completed or may terminate this Agreement.
- e. The Chamber is strictly prohibited from utilizing County funds to encourage or discourage the passage of the upcoming referendum. This shall not preclude the Chamber encouraging individuals to vote for the passage of the referendum when not utilizing County funds.

6. Audit and Retention of Records:

- a. All records, expenditures, and payments are subject to examination and/or audit by the County.
- b. The Chamber must keep records sufficient to demonstrate that the payment for the Services is in accordance with this agreement, and the Chamber must make the records available upon request.
- c. In addition, the County may monitor the performance and financial management by the Chamber throughout the term of this Agreement to ensure timely completion of the Services.
- d. All records connected with this Agreement must be retained pursuant to the State's retention schedule. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

7. Repayment of Funds:

If the Agreement is terminated for cause, or the Chamber fails to submit the records in compliance with this Agreement, or a review of the records or an audit shows that all or any portion of the funds disbursed were not spent on eligible expenses in accordance with the conditions of and strict compliance with this Agreement, the Chamber will be held liable for repayment to the County of all funds not spent in accordance with this Agreement, within thirty (30) days after the County has notified the Chamber of such non-compliance.

8. Compliance with Laws: If applicable to the Services provided under this Agreement, the Chamber shall comply with all federal, state, or local rules, regulations or ordinances. Any express reference in this Agreement to a particular state, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Any violation of these laws, rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement.
9. Public Records: The Chamber acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Chamber shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this Agreement.

**IF THE CHAMBER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON STREET, SUITE 301, CRESTVIEW, FL 32536 PHONE: (850) 689-5977, RISKINFO@MYOKALOOSA.COM**

The Chamber shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Chamber does not transfer the records to the County.
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Chamber or keep and maintain public records required by the County to perform the service. If the Chamber transfers all public records to the County upon completion of the Agreement, the Chamber shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Chamber keeps and maintains public records upon completion of the Agreement, the Chamber shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the County, upon the request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

10. Indemnification: The Chamber shall promptly defend, indemnify, hold the County harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, attorney's fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Chamber's performance or breach of this Agreement. The Chamber's duty to defend, indemnify and hold the County harmless specifically does not encompass indemnifying the County for its own negligence, intentional or wrongful acts, omissions or breach of contract. Nothing herein is intended to serve as a waiver of sovereign immunity by the County. Nothing herein will be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement.

11. Insurance: The Chamber must secure and maintain in effect at all times during the term of this Agreement liability and other appropriate forms of insurance. Anything in this Agreement to the contrary notwithstanding, the liabilities of the Chamber under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Neither approval nor failure to disapprove insurance furnished by the Chamber shall relieve the Chamber from the responsibility to provide insurance.

12. Notice: All notices given under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) two days after having been delivered to Federal Express, UPS, Airborne or another recognized overnight courier or delivery service, or (c) five days after having been deposited into the United States mail, by registered or certified mail, return receipt requested, postage prepaid, to the respective parties at their respective addresses set forth below:

<u>If to the Chamber:</u> Crestview Area Chamber of Commerce Attention: Executive Director 1447 Commerce Drive Crestview, Florida 32539	<u>If to the County:</u> Okaloosa County Attn: Deputy County Administrator 1250 N. Eglin Parkway, Suite 102 Shalimar, FL 32579
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13. Taxes: In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes. The Chamber is fully responsible for any and all tax consequences of receiving payment.

14. Relationship: Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the parties. The Chamber is an independent contractor and is not an employee, agent, joint-venture, or partner of the County. The County's sole role is to fund, via this agreement, a Chamber initiative proposed by this program.

15. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Okaloosa County, Florida.

16. Severability: If any provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.
17. No Assignment and No Subrecipient: The Chamber shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Chamber without such prior written consent shall be null and void. If the Chamber attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared terminated by the County.
18. No Third-Party Beneficiaries: This Agreement shall not create any rights or benefits to parties other than the County and the Chamber.
19. Conflict of Interest: Throughout the term of this Agreement, the Chamber must not accept nor perform any other employment, assignments of contracts nor obligations that would conflict with the Chamber's duties and obligations provided under this Agreement.
20. Remedies: Each party shall have the right to seek judicial enforcement and interpretation of this Agreement, and to avail itself of all remedies available to it arising at law or in equity for the breach of this Agreement. Remedies are mutually available, and include damages and specific performance, as appropriate.
21. Amendment, Changes or Modification: The Agreement may only be modified, changed or amended upon mutual written agreement of the County and the Chamber. No oral agreements or representation shall be valid or binding upon either party. No alteration or modification of the Agreement terms shall be valid or binding against the County. The Chamber may not unilaterally modify the terms of the Agreement by affixing additional terms or by incorporating additional terms onto the Chamber's records forwarded by the Chamber to the County.
22. Further Assurances: Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purpose and intent of this Agreement.
23. Attorneys' Fees: In the event of any action or administrative proceeding between the parties arising under this Agreement, the prevailing party will be entitled to an award of reasonable attorneys' fees, costs, and expenses, including such fees, costs, and expenses incurred by the prevailing party in the pursuit of any appellate proceedings, regardless of whether such action or administrative proceeding is pursued before any state or federal court or agency.



24. Waiver: No waiver by the County of any breach of any provision of this Agreement by the Chamber shall constitute a waiver of any other breach of either the same provision or of any other provision by the Chamber. The failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof or any other provisions.

25. Headings: The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions hereof.

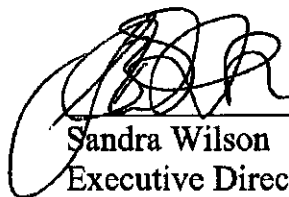
26. Counterparts: The Agreement may be executed in one or more counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

27. Authority: Each person signing on behalf of the parties to this Agreement represents and warrants that he/she has full authority to execute the Agreement on behalf of such party and that this Agreement will constitute a legal and binding obligation of such party. The parties are aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject them to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

*[Signatures appear on following page.]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, all as of the date and year first written above.

**CHAMBER: CRESTVIEW AREA  
CHAMBER OF COMMERCE, INC.**



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Sandra Wilson  
Executive Director  
Date: August 17th, 2021

**COUNTY: OKALOOSA COUNTY, a  
political subdivision of the State of  
Florida**

**John Hofstad**

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Date: 2021.08.20 14:08:28  
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John Hofstad  
County Administrator  
Date: August 18th, 2021