

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/07/2021

Contract/Lease Control #: C21-3116-TDD

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: OKALOOSA COUNTY CLERK OF COURT

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/01/2022

Expiration Date: INDEFINITE

Description of: TOURIST DEVELOPMENT TAX COLLECITON SERVICES

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

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

Closed:

Cc: BCC RECORDS

**INTERLOCAL AGREEMENT FOR TOURIST
DEVELOPMENT TAX COLLECTION SERVICES**

This Interlocal Agreement (the "Agreement") is made and entered into as of this 5th day of October, 2021, by and between **OKALOOSA COUNTY, FLORIDA** (the "County") and J.D. Peacock, II, in his official capacity as the **OKALOOSA COUNTY CLERK OF COURT** (the "Clerk").

WHEREAS, pursuant to section 125.0104, Florida Statutes, and County Ordinance 89-23, as subsequently amended (the "TDC Ordinance"), the County currently levies a five percent tourist development tax ("TDT"); and

WHEREAS, the parties believe that local collection of TDT revenues will provide for greater efficiency and effectiveness; and

WHEREAS, the County, in conjunction with this Agreement, will enact an ordinance to utilize the exemption provided for in the statutes allowing for local collection of TDT revenues; and

WHEREAS, the County wishes to designate the Clerk as the local official authorized to collect, enforce, and audit the collection of TDT revenues; and

WHEREAS, pursuant to the requirements of the TDC Ordinance, the parties wish to memorialize their respective duties and responsibilities as it relates to TDT collection services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, the County and the Clerk agree as follows:

Section 1. Term.

The term of this Agreement shall commence on January 1, 2022 and shall remain in effect until terminated by either party upon giving one hundred eighty (180) days' written notice to the other party. Eligible costs in preparation to collect TDT revenues, prior to the effective date of this term, shall be eligible for reimbursement, to not exceed 3% of TDT collections as provided by Florida Statutes. In the event this Agreement is terminated, the Clerk shall provide all records related to the administration, collection, audit and enforcement of TDT revenues as directed by the County. Such transfer of records shall be accomplished by the actual date of termination unless mutually agreed between the parties.

Section 2. Duties and Responsibilities of the Clerk. The Clerk shall:

- A. Collect TDT revenues on behalf of the County in accordance with section 125.0104, Florida Statutes, and the TDC Ordinance; and
- B. Shall perform the enforcement and audit functions associated with the collection and remission of TDT revenues.
- C. Perform all duties and obligations set forth in this Agreement and the TDC Ordinance as codified in Chapter 20, Article II of the Okaloosa County Code of Ordinances.

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COLLECTION SERVICES
EXPIRES: INDEFINITE

Section 3. Duties and Responsibilities of the County. The County shall:

- A. Be solely responsible for imposing and levying the TDT; and
- B. Compensate the Clerk for costs of administration incurred in the collection of TDT revenues up to a maximum of three (3) percent of TDT collections.

Section 4. Compensation.

- A. Pursuant to section 125.0104(10)(b)5, Florida Statutes, a portion of TDT revenues may be reimbursed to the Clerk for the actual costs of administration, but such compensation shall not exceed three (3) percent of collections.
- B. The actual costs of administration shall be determined as set forth in section 125.0104(10)(c), Florida Statutes.
- C. Payment of actual costs of administration shall be paid as follows:
 - 1. By June 1 of each year, the Clerk shall submit to the County a detailed line-item budget for the anticipated costs for TDT collection in the next fiscal year. The budget in Exhibit A shall serve as an initial startup budget through September 30, 2022.
 - 2. The County shall review the proposed budget and provide any proposed adjustments to the Clerk. The County shall then approve the annual budget and authorize the reimbursement of the actual amount to the Clerk monthly.
 - 3. By the 10th of each month, the Clerk shall submit to the County a detailed itemization of actual costs incurred in the collection of the TDT revenues in the previous month.

Section 5. Reporting. In addition to providing the County monthly remittance of TDT collections, the Clerk shall provide the County the following reports:

- A. Monthly financial reports with detailed accounting of the TDT revenues collected by the Clerk that includes:
 - 1. Collection details by month;
 - 2. Any special items, such as delinquencies and back payments;
 - 3. Any collection actions taken; and
 - 4. Other similar accounting details to ensure proper allocation of funds received.
- B. Monthly reports that provide bulk, general tourism details that includes:
 - 1. Revenue collection by lodging category;
 - 2. Revenue collection by legal jurisdiction boundaries, where such disclosure does not violate vendor confidentiality;
 - 3. Revenue collection by five distinct TDT Data Areas shown in the attached map Exhibit B (if Expansion Area passes);

4. Revenue collection by the Existing Subdistrict and the Expansion Area (if Expansion Area passes);
 5. Revenue per lodging unit inventory;
 6. Other similar non-identifiable data that may assist the County in its marketing efforts.
- C. Annual reports containing a summary of all monthly reports.
- D. Any annual fiscal year data necessary for the County's annual audit and record-keeping purposes, such as aging of any delinquent accounts and end of year accounting accruals.

Section 6. Review of TDT Collectors. The Clerk shall endeavor to perform audits of the TDT collectors (i.e., lodging industry) as follows:

- A. Periodic desk review of Collector accounts. No fewer than three (3) per month.
- B. Ongoing audits by Clerk's staff using software, website monitoring, field inspections and other methods and tools to detect and gain compliance of non-payers.
- C. Written notification will be provided to the Inspector General's office, in a timely manner, of any suspicious activity, material anomalies, suspected wrongdoing, collector's refusal to pay or a collector's refusal to allow examination of records in accordance with Florida Statute or county ordinance.

Section 7. TDT Collector Interaction/Interface. The Clerk agrees to provide the following minimum services to TDT Collectors:

- A. Ability of TDT Collectors to file any TDT reports and make such payments online through the Clerk's website;
- B. A Clerk's website page/portal with TDT information, contact person(s), email address(es) and phone number(s);
- C. Question and Answer section of the Clerk's website regarding TDT that addresses Frequently Asked Questions; and
- D. Host at least one (1) annual workshop for TDT Collectors to ask questions and interact with the Clerk's Office.

Section 8. Staff Training. The Clerk shall send at least one (1) representative to the annual Florida Tourist Development Tax Association conference.

Section 9. Agreements with Third Parties. Any third-party agreement related to the collection of TDT from the lodging industry (e.g., AirBnB, Home Away, Travelocity, etc.) shall be presented to the County for its approval. Such agreements shall not include any agreement, contract or service engagement related to the operational activities necessary to carry out the collection and administration of the TDT.

Section 10. Transition of Collection Services. The Clerk shall provide and implement a transition plan to facilitate the collection, administration, and enforcement services of TDT to take effect January 1, 2022. Such plan shall include outreach (meetings or mailings) to groups and lodging industry, educational materials, and other methods to facilitate the transition of collection services from DOR to the Clerk.

Section 11. Records and Audit.

- A. For the services performed under this Agreement, the Clerk shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the Clerk in connection with the services performed under this Agreement.
- B. The Inspector General's (IG) Office will periodically conduct audits and other reviews of The Clerk's Business Systems Department's programs and activities to ensure they operate efficiently and effectively in the collection, enforcement, and audit of TDT revenues. The IG Office will disseminate their findings and recommendations to the Clerk of Court, County, and public through reports, testimonies, and/or advisories.
- C. The County shall have the right from time to time at its sole expense to audit the compliance by the Clerk with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and the determination as to the cost of administration. Such right shall extend for a period of three (3) years after termination of this Agreement. However, notwithstanding the above, no books, records, documents, or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

Section 12. Compliance with Public Records Law.

IF THE CLERK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CLERKS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT, 302 N. WILSON ST. SUITE 301, CRESTVIEW, FL 32536; PHONE: (850) 689-5977 AND ELECTRONIC MAIL: riskinfo@myokaloosa.com

Clerk acknowledges that as it is performing services on behalf of the County, that it is subject to the Florida Public Records Law. The Clerk shall maintain all records generated and received as part of its services under this Agreement in accordance with the Florida Public Records Act, contained in Chapter 119, Florida Statutes. Clerk must specifically:

- 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 Agreement term and following completion of the contract if the Clerk 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 Clerk or keep and maintain public records required by the County to perform the service. If the Clerk transfers all public records to the public agency upon completion of the Agreement, the Clerk shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Clerk keeps and maintains public records upon completion of the Agreement, the Clerk shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E. Notify the County any and every time it receives a public records request pertaining to services provided under this Agreement and copy the County on all responses to public records requests. In the event that any documents are withheld as a result of them being exempt or confidential then the Clerk shall notify the County of the provision under law for which the document was withheld.

Failure of the Clerk to comply with a public records request, including the failure to comply within a reasonable time period, will be considered a breach under this Agreement and may result in termination of the Agreement.

Section 13. Compliance with laws and regulations. The parties shall abide by all statutes, rules and regulations pertaining to the levy and collection of tourist development taxes, and any ordinance promulgated by the County, not inconsistent with, nor contrary to, the provisions of section 125.0104, Florida Statutes, as amended, and any applicable rules duly promulgated by the Department of Revenue.

Section 14. Notices. All notices required under this Agreement shall be provided to the following:

On Behalf of the Clerk: J.D. Peacock II, Clerk
Okaloosa County Courthouse
101 East James Lee Blvd.
Crestview, Florida 32536

On Behalf of the County: Office of the County Administrator
1250 N. Eglin Pkwy
Suite 100
Shalimar, Florida 32579

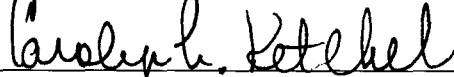
Section 15. Severability. If any section, subsection, sentence, clause, phrase, or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent

jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion(s) of this Agreement which shall continue in full force and effect.

Section 16. Entire Agreement. This Agreement represents the entire understanding between the parties with respect to the undertakings covered hereunder and there are no oral or collateral agreements with respect thereto between the parties.

IN WITNESS WHEREOF, the County and the Clerk have executed and delivered this Agreement as the date first above written.

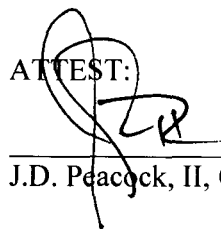
OKALOOSA COUNTY, FLORIDA



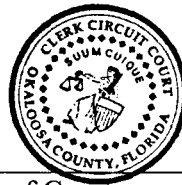
Carolyn N. Ketchel, Chairman

Date: OCT 05 2021

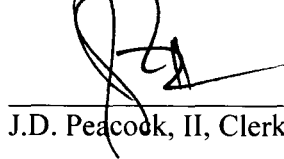


ATTEST:


J.D. Peacock, II, Clerk of Court



OKALOOSA COUNTY CLERK



J.D. Peacock, II, Clerk of Court

Date: OCT 05 2021

Exhibit A

DEPT	DEPT Title	Account	Account Title	FY 2021 Budget 9/7/21-9/30/21	FY 2022 Budget 10/1/21-9/30/22
1024	TDC COLLECTIONS	512010	REGULAR SALARIES & WAGES	\$ 10,000	\$ 138,040
1024	TDC COLLECTIONS	521010	FICA TAXES/MATCHING	\$ 765	\$ 10,560
1024	TDC COLLECTIONS	522010	RETIREMENT CONTRIBUTION	\$ 2,173	\$ 30,000
1024	TDC COLLECTIONS	523010	LIFE & HEALTH INSURANCE	\$ 1,953	\$ 26,963
1024	TDC COLLECTIONS	524010	WORKERS COMPENSATION	\$ 22	\$ 309
1024	TDC COLLECTIONS	534090	MISC CONTRACTUAL SERVICES		\$ 215,930
1024	TDC COLLECTIONS	540110	TRAVEL		\$ 3,000
1024	TDC COLLECTIONS	541010	COMMUNICATIONS		\$ 1,620
1024	TDC COLLECTIONS	545010	INS & BONDS - PREMIUMS		\$ 1,500
1024	TDC COLLECTIONS	545168	INSURANCE - HSA PLAN		\$ 3,000
1024	TDC COLLECTIONS	549040	COST ALLOCATION - SUPPORT		\$ 44,992
1024	TDC COLLECTIONS	549090	OTHER EXPENSE		\$ 2,500
1024	TDC COLLECTIONS	551010	OFFICE SUPPLIES		\$ 1,000
1024	TDC COLLECTIONS	552020	FUEL - FLEET MAINTENANCE		\$ 5,000
1024	TDC COLLECTIONS	552080	COMPUTER SUPPLIES		\$ 6,500
1024	TDC COLLECTIONS	554010	BOOKS/PUBS/SUBS/MEMBERSHP		\$ 500
1024	TDC COLLECTIONS	554020	DUES & MEMBERSHIPS		\$ 500
1024	TDC COLLECTIONS	555010	TRAINING & EDUCATION		\$ 3,000
1024	TDC COLLECTIONS	564504	VEHICLES		\$ 28,601
Totals				\$ 14,914	\$ 523,515
			Personel	\$ 14,914	\$ 205,872
			Operations	\$ -	\$ 289,042
			Capital	\$ -	\$ 28,601
				\$ 14,914	\$ 523,515
			Budgeted TDT Collections		\$ 23,500,000
			TDT Administration as % of Collections		2.23%

Exhibit B

