

**REIMBURSEMENT AGREEMENT FOR
PROMOTION OF TOURISM
(SYMPHONY ON THE SAND EVENT)**

THIS REIMBURSEMENT AGREEMENT ("Agreement"), is made and entered into as of October 22, 2013, by and between Anna Maria Island Chamber of Commerce (hereinafter "Sponsor") and Manatee County, a political subdivision of the State of Florida (hereinafter the "County").

WITNESSETH

WHEREAS, the County has established a Convention and Visitors Bureau for Manatee County to promote travel and tourism to, and events in, the County, through among other things, the use of proceeds of the County's tourist development tax in the manner contemplated in Section 125.0104, Florida Statutes and other legally available funds of the County; and

WHEREAS, Sponsor intends to organize, promote and stage a Symphony on the Sand (hereinafter "Event") which will serve as an attractor for travel and tourism to Manatee County; and

WHEREAS, it is in the best interest of the County, and serves the mission of the County's Convention and Visitors Bureau, to support the Event to enhance travel and tourism to the County, by reimbursing Sponsor for a portion of the costs of organizing, promotion and staging of the Event in the manner set forth herein.

NOW, THEREFORE, the County and Sponsor, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:

1. EVENT.

A. Event. The Sponsor shall organize and stage the Event, providing the services described in Exhibit "A", attached hereto and incorporated herein by reference.

B. Promotion of Event to Tourist: For the purpose of promoting the Event to tourists, Sponsor shall provide the advertising and promotion services described in Exhibit "B", attached hereto and incorporated herein by reference.

C. Reimbursable Costs: The actual and direct costs incurred by Sponsor in providing or procuring the services set forth in Subsections 1.B. & 1.C. shall be considered "Reimbursable Costs" for the purposes of this Agreement, and no other costs shall be considered Reimbursable Costs.

2. REIMBURSEMENT. The County shall reimburse Sponsor for Reimbursable Costs, in an aggregate amount not to exceed \$25,700 dollars (\$25,700) subject to the following provisions.

A. Valid Reimbursable Costs; Compliance With Obligations: The County shall reimburse Sponsor for only such Reimbursable Costs as are validly incurred in accordance with the requirements of this Agreement. The County's obligation to provide such reimbursement shall be subject to compliance by Sponsor with its obligations under this Agreement.

B. Submission of Written Request and Invoices: In order to receive reimbursement, Sponsor shall provide the County with a written request, to be submitted to the County, together with (1) written invoices and proofs of payment (a copy of each invoice and a copy of the front and back of each cancelled check or evidence of completed wire transfer), and (2) documentation acceptable to the County reasonably necessary to identify the Reimbursable Costs incurred and funded.

C. Processing and Payment: The County shall, within ten (10) days of receipt, review the invoice and either approve the invoice for payment or request from Sponsor additional information. If the invoice is approved for payment, the County shall remit payment to Sponsor within forty five (45) days of the date of the original submittal to the County representative. If any amount in the request is disputed by the County, the County shall, as soon as practicable, notify Sponsor and make partial payment of the amount which is not in dispute pursuant to this paragraph. Sponsor and the County shall meet within seven (7) days of the County notification to attempt to resolve any disputed amounts.

D. Availability of Funds: The County intends to fund the reimbursements to be made hereunder with proceeds of the County's tourist development tax. The obligation of the County to reimburse Sponsor for Reimbursable Costs hereunder is subject to the discretion of the Board of County Commissioners to budget legally available funds, including without limitation proceeds of the County's tourist development tax, as well as other revenues, in amounts sufficient to fund such reimbursements. Accordingly, this Agreement shall not be construed to constitute a debt or general obligation of the County, or to result in a pledge of or lien upon any revenues of the County, including without limitation general revenues or proceeds of the County's tourist development tax.

3. ADDITIONAL OBLIGATIONS OF SPONSOR.

A. Promotion of Tourism in Manatee County. Sponsor shall ensure that all services provided or procured pursuant to Section 1.A., above, shall include promotion of Anna Maria Island and Longboat Key as tourism destinations through the placement of the Bradenton Area Convention and Visitors Bureau logo on all printed or on-line marketing materials. Sponsor shall provide samples, printed proofs or tear sheets, as the case may be, verifying inclusion of such logo together with invoices submitted pursuant to Section 2.

B. County Participation in Promotion: Sponsor shall appoint one County staff person of the County's choosing to serve as a voting member of the marketing and promotion committee for the Event. Additionally, Sponsor shall consult with the Convention and Visitors Bureau Marketing Director with respect to ad design and placement.

C. Use of Subcontractors: Sponsor may administer this program itself, or by the use of one or more contracting agents. However, the use of such contracting agents by Sponsor shall not operate as an assignment of its rights or responsibilities under this Agreement. To the extent Sponsor makes use of such contracting agents, Sponsor shall provide copies of any subcontract agreements to the County Administrator upon execution, and shall provide the County with all contact information of the person designated by Sponsor to coordinate the program. Any subcontracting or other agreements Sponsor may enter pursuant to this program shall not name the County as a party. Sponsor shall make all such agreements and related records available for inspection as otherwise may be required by law.

D. Financial Records and Accounting: Sponsor shall keep and maintain financial records related to the operation of the program in accordance with generally accepted accounting principles, and shall

allow the County or its agents to review and audit same at any time upon reasonable notice. Sponsor shall make all such records available for inspection as otherwise may be required by law. Sponsor shall be responsible for any governmental/regulatory fees or taxes associated with the program.

E. Net Proceeds of Ticket Sales: Sponsor shall deposit all net proceeds of ticket sales for the Event into an interest bearing account, and hold and use such proceeds exclusively for the purpose of hosting similar Events designed to promote and enhance tourism on Anna Maria Island. For the purpose of this subsection 3.E., the term "net proceeds" shall include all ticket sale proceeds, less (i) all actual costs incurred by Sponsor to organize, promote, host and (ii) stage the Event and Sponsor administrative cost which shall not exceed ten percent (10%) of gross ticket sales proceeds.

F. Permit Conditions; Regulations: Sponsor shall comply with all permit conditions and County rules and regulations applicable to the use of the County's park property for purposes of hosting the Event.

4. DURATION AND TERMINATION. This Agreement shall remain in effect for a term of one (1) year. Either party may upon giving notice ninety (90) calendar days prior to the expiration of the term, elect to not renew this Agreement without cause for any reason. Sponsor will ensure that any and all contracts it enters into with contracting agents and advertisers are subject to the County's right of termination pursuant to this paragraph. Upon termination, Sponsor shall provide a final invoice to the County, and the County shall make a final reimbursement then due to Sponsor for all eligible costs incurred on or prior to the date of termination under this Agreement.

5. INDEMNIFICATION; INSURANCE.

A. To the extent permitted by law (and in the case of the County, the tort liability limitations set forth in Section 768.28, Florida Statutes shall also apply to any actions to enforce this Agreement, or any provisions herein) each of the parties hereto shall indemnify and hold harmless the other, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the indemnifying party and other persons employed or utilized by the indemnifying party in the performance of this Agreement. This provision shall survive the termination of this Agreement.

B. Sponsor, or participating vendors, shall carry and provide insurance coverage for the Event, in the types and amounts acceptable to the County's risk management official, and provide satisfactory proof of such insurance, naming the County as an additional insured on all applicable insurance policies, no later than ten (10) days in advance of the Event.

6. CATASTROPHIC EVENTS. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by a hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

7. NOTICES. All notices, comments, consents, objections, approvals, waivers, and elections which any party shall be required or requested or may desire to make or give under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or facsimile transmission. All such communications shall be

addressed to the applicable addresses set forth below or as any party may otherwise designate in the manner prescribed herein.

To the County: Executive Director
 Bradenton Area Convention and Visitors Bureau
 P.O. Box 1000
 Bradenton, FL 34206
 (941) 729-9177
 (941) 729-1820 (fax)

To Sponsor: Chairman of the Board
 Anna Maria Island Chamber of Commerce
 5313 Gulf Drive N.
 Holmes Beach, FL 34217
 (941) 778-1541
 (941) 778-9679 (fax)

8. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party, including without limitation any subcontractors of Sponsor and any providers of promotional, advertising or other services, or goods, purchased by Sponsor. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

9. CONSTRUCTION.

A. Entire Agreement: This Agreement represents the full agreement of the parties.

B. Equal Construction: Each of the parties hereto has had equal input into drafting of this Agreement such that no provision of this Agreement shall be construed strictly against one party as the drafter thereof.

C. Headings and Captions: The headings and captions of articles, sections, and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

10. AMENDMENTS; WAIVERS; ASSIGNMENT.

A. Amendments: This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by the parties hereto and duly authorized and approved by the Board of County Commissioners of the County and by Sponsor.

B. Waivers: Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or

condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

C. Assignment: The rights and obligations of either party to this Agreement may be assigned to a third party only pursuant to a written amendment hereto.

11. **VALIDITY**. Each of the County and Sponsor represents and warrants to the other its respective authority to enter into this Agreement.

12. **SEVERABILITY**. The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid term or provision should not affect the validity of any term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent here thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

13. **GOVERNING LAW; VENUE**. This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

14. **REMEDIES**. Each party hereto shall have such remedies as are available pursuant to applicable law for any breach or non-performance by the other party.

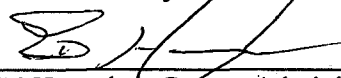
15. **ATTORNEYS FEES AND COSTS**. Each party hereto shall be solely responsible for paying its attorneys fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation arising under this Agreement.

16. **EFFECTIVE DATE**. This Agreement shall take effect as of the date set forth above.

WHEREFORE, the parties hereto have executed this Agreement as of the date and year first above written.

**MANATEE COUNTY, a political subdivision
of the State of Florida**

By: Board of County Commissioners

By: 
Ed Hunzeker, County Administrator

**ANNA MARIA ISLAND
CHAMBER OF COMMERCE**

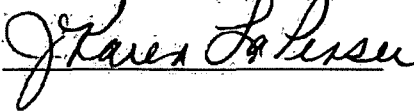
By: 

EXHIBIT "A"
DESCRIPTION OF EVENT

Three hour concert with full orchestra, chorus and professional soloists performing tunes from Broadway musicals, noted folk and classical music on a stage at Coquina Beach, November 9, 2013. 50/50 raffle, orchestra baton auction; fine food from leading island restaurateurs, and music provided by the island's own 45-piece orchestra. Co-emcees for the evening will include a local Senior Anchor for Bay News 9, and a Music Host from WSMR 89.1.

Ticket prices: VIP - \$100/person; Limited General Admission Seating - \$35/person.
Date: November 9 from 4:30pm – 7:30pm

CVB will reimburse Anna Maria Island Chamber of Commerce:

- up to \$8,900 for Anna Maria Island Concert Chorus & Orchestra
- up to \$16,800 for staging, sound, and lighting

EXHIBIT "B"
DESCRIPTION OF PROMOTIONAL SERVICES

Event will be marketed in the region as follows:

- Tampa Bay Times (print ads) to run 10/18/2013, 10/25/2013; 11/1/2013; 11/8/2013
- TBT.com (digital ad) to run 10/9/2013 – 11/9/2013
- Mobile Tampabay.com to run 10/9/2013 – 11/9/2013
- WUSF/PBS (emcee/air time) potential Value Add: Things To Do Calendar a week prior to event.

October 22, 2013 - Regular Meeting
Agenda Item #16

Subject

Symphony on the Sand

Briefings

None

Contact and/or Presenter Information

Elliott Falcione, Executive Director, CVB (Presenter) x5913

Monica Luff, Sr. Admin. Spec, CVB (Contact Person) x5913

Action Requested

Authorization for County Administrator to execute Reimbursement Agreement with Anna Maria Island Chamber of Commerce for CVB to sponsor Symphony on the Sand event.

Enabling/Regulating Authority

Code of Laws 2-29-25 Tourist Development Plan

F.S.S. 125.0104 Authorized uses of Resort Tax Funds

Background Discussion

- Symphony on the Sand is an event established to drive tourists to the Bradenton Area during a non-peak season. This will be the initial annual event with the expectation that it will grow over time as a regional event.
- The event will be held on November 9, 2013, on Coquina Beach.
- Event is being promoted and marketed in the region.
- CVB will sponsor the Symphony (up to \$8,900) and the production company MoJo (up to \$16,800), for a total reimbursement to the Anna Maria Island Chamber of Commerce of up to \$25,700 post-event.

County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - October 22, 2013

Reviewing Attorney
Clague

Instructions to Board Records

1 original agreement to CVB.

Copy of approved agenda memo to Monica Luff, CVB(monica.luff@mymanatee.org) - Snt cpy via email and snt original to ML via interoffice - 10/24 SS

Cost and Funds Source Account Number and Name
1030002202548000 CVB Promotions - Promotional Activities

Amount and Frequency of Recurring Costs
up to \$27,500.00

Attachment: [Symphony-on-Sand-Agreement-2013.pdf](#)