

**AMENDMENT THREE**  
*to*  
**REIMBURSEMENT AND LICENSE AGREEMENT FOR  
PROMOTION OF  
TOURISM**

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**ANNA MARIA ISLAND CHAMBER OF COMMERCE  
MANATEE COUNTY**

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**THIS AMENDMENT THREE** (“Amendment”), is made and entered into as of February 7, 2017, by and between the Anna Maria Island Chamber of Commerce, a Florida non-profit corporation (hereinafter, the “Chamber”) and Manatee County, a political subdivision of the State of Florida (hereinafter the “County”).

**WITNESSETH**

**WHEREAS**, the County has established a Bradenton Area 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**, the County and the Chamber entered into a REIMBURSEMENT AND LICENSE AGREEMENT FOR PROMOTION OF TOURISM, dated as of June 21, 2011, and amended pursuant to an AMENDMENT ONE TO REIMBURSEMENT AND LICENSE AGREEMENT FOR PROMOTION OF TOURISM, dated as of December 20, 2011, and an AMENDMENT TWO TO REIMBURSEMENT AND LICENSE AGREEMENT FOR PROMOTION OF TOURISM, dated as of October 1, 2014 (collectively, the “Agreement”), to support the marketing and promotion of tourism; and

**WHEREAS**, the County and the Chamber wish to amend the Agreement as provided in this Amendment.

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

**1. AMENDMENT OF AGREEMENT.** The Agreement is hereby amended as follows:

A. Replacement of Exhibit “A”: Exhibit “A” to the Agreement is hereby replaced with Exhibit “A” attached hereto and incorporated herein by reference.

**2. ALL OTHER PROVISIONS UNAFFECTED.** All provisions of the Agreement not expressly amended hereby shall remain unaffected by this Amendment, and in full force and effect as they are set forth in the Agreement.

**3. VALIDITY.** Each of the County and the Chamber represents and warrants to the other its respective authority to enter into this Amendment.

**4. SEVERABILITY.** The provisions of this Amendment are declared by the parties hereto to be severable. In the event any term or provision of this Amendment 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 Amendment; provided, however, if any term or provision of this Amendment 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.

**5. EFFECTIVE DATE.** This Amendment shall take effect as of the date set forth above.

[signature page to follow]

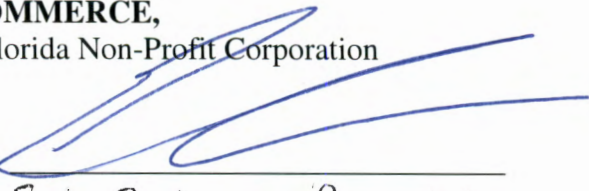
*WHEREFORE, the parties hereto have executed this Amendment as of the date and year first above written.*

**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,**  
a Florida Non-Profit Corporation

By:   
Eric Cairns - Board Chair

## Exhibit A

- I. Promotion of Tourism.** Up to \$45,950.00 per year to promote tourism to Anna Maria Island area and the County at large.
1. Chamber shall provide at least 30 sq. ft. of lobby space in main lobby at both offices (Anna Maria Island Chamber of Commerce and the tourist information kiosk at Manatee Public Beach) to CVB in order to place CVB's collateral material.
  2. Chamber shall have "Tourist Information Center" sign on exterior of office.
  3. CVB shall compensate the Anna Maria Island Chamber \$833.32 per month for a total of \$10,000.00 per year for tourist information lobby space at the Chamber, and the tourist information kiosk at Manatee Public Beach. Chamber shall invoice the CVB on a monthly basis. (CVB shall accept retroactive invoices of \$416.66 per month dating back to November, 2010.)
  4. CVB shall reimburse Anna Maria Island Chamber for postage of one Anna Maria Island Chamber visitors guide and map as requested by prospective visitors (not to exceed the rate of \$3.10 for Domestic and \$4.79 for International) per mailing. (These rates include postage, labels and envelopes.) However, throughout the term of this agreement if postal rates increase, rates will be adjusted accordingly. Chamber shall invoice the CVB on a monthly basis. (CVB shall accept retroactive invoices dating back to November, 2010 for reimbursement of postage for mailing out visitors guides and maps.)
    - a. Proof/back-up of each prospective visitor shall be submitted with invoice. (i.e. mailing address, phone, e-mail, etc.)
    - b. CVB shall reimburse Anna Maria Island Chamber for postage when mailing out tri-fold guides to state-wide visitors centers. Chamber must show proof of postage paid.
    - c. Reimbursement costs for postage shall not exceed \$15,639.25 annually.
  5. CVB shall reimburse Anna Maria Island Chamber for brochure space at six state-wide visitors centers. Reimbursement shall not exceed \$571.75 annually.
  6. CVB shall reimburse Anna Maria Island Chamber for website development/e-newsletters/social media enhancements (i.e. landing pages, Facebook, Twitter, YouTube), as long as the enhancements are specifically related to tourism promotion. Reimbursement shall not exceed \$14,610.00 annually. Chamber shall invoice CVB and provide proof of payment of services.
  7. CVB shall reimburse Anna Maria Island Chamber for special event collateral for the specific promotion of tourism for Anna Maria Island, by which special events are marketed outside of Manatee County. Event must be a minimum two-day event in order to be reimbursed by CVB. Reimbursement shall not exceed \$5,129.00 annually.
    - a. CVB logo must be included on the promotional materials. Logo will be provided by the BACVB.
    - b. Proof of payment of promotional materials shall be submitted to CVB with invoice.
  8. Chamber shall provide to the CVB on a monthly basis all new partners/businesses to ensure that CVB includes the new businesses on CVB's website.
  9. The Director of the BACVB and Chamber President by mutual agreement may adjust the funds reimbursed for the above categories (up to two times per Fiscal Year) during the term of this agreement, as long as the adjusted term is specifically related to tourism promotion, and the total reimbursements do not exceed \$45,950.

**II. Tourism-Related Brand Advertising.** Up to \$45,000.00 per year for tourism-related brand advertisement campaign.

1. Chamber shall plan, negotiate, and develop their own advertisement layouts.
2. Chamber has the right to create cooperative partnerships throughout each annual campaign, as long as each cooperative partner operates one of the following businesses located in Manatee County: a short-term rental property (six months or less), restaurant, attraction or other tourism-related business (located in Manatee County).
3. Chamber is required to implement the Bradenton Area CVB logo in all advertisements. (CVB to provide logo template.)
4. CVB shall provide marketing guidance up to three (3) visits to the Chamber's advertising committee per fiscal year at the request of the Chamber.
5. Reimbursement Request Requirements:
  - a. In order for the Chamber to receive cooperative advertising reimbursement, Chamber shall provide the following in each reimbursement request packet:
    1. A qualified invoice which includes:
      - A. Names the Bradenton Area CVB as the "bill to" organization
      - B. The invoice number
      - C. Provide an itemized detail of advertising expenditures including the date the advertisement ran in publication and date cost was incurred and paid.
    2. Each invoice must be accompanied by the following documentation:
      - A. Print Ads – original or copy of tear sheet. This tear sheet must contain the name of the publication and the date published. If both items are not printed on the tear sheet, the entire publication is required. On-line tear sheets are acceptable as long as it provides sufficient documentation of the advertising.
      - B. Internet/Website Advertising/Banner Ads – Screen shot / "screen grab" to include the web address and the date. The date must be within the project period and on-line activity report for those on-line ads that run for a specified period of time.
      - C. Sufficient documentation of the advertising must be provided to verify proof of performance.
    3. Proof of payment of the advertising:
      - A. Copies of cancelled checks/credit card statement/receipt for payment.
      - B. Provide invoice from media vendor showing cost breakdown of ad placement.
  - b. No reimbursement will be paid to Chamber in advance of service or product completion.
6. Chamber shall provide at the end of each fiscal year (September 30), a breakdown of all advertisements placed and the cooperative programs established during the year.
7. All Chamber's invoices for reimbursement requests must be received by CVB no later than September 20 of each fiscal year in order to process payments prior to the end of CVB's fiscal year. All unused monies from this advertising program will not be carried forward to the next fiscal year.
8. Chamber Marketing Plan must be reviewed by CVB prior to implementation.

**III. Tourist Information Center.** Up to \$15,000.00 per year for staffing of the Tourist Information Center at Manatee Public Beach, pursuant to Florida Statute 125.0104(5)(a)4.

1. CVB shall reimburse Anna Maria Island Chamber for actual costs incurred for staffing the Manatee Public Beach Tourist Information Kiosk, with staffing to occur only on Wednesday – Sunday year-round from 10am – 4pm, with the exception of the month of September in which no staffing will occur if directed by CVB.

The Chamber may adjust weekly or monthly hours as necessary during peak and off-season months to ensure adequate kiosk coverage while allowing for pay-rate flexibility. Total reimbursement not to exceed \$15,000 annually.

2. Reimbursement shall be for only those costs incurred to staff the Tourist Information Kiosk to provide county-wide visitor information. No indirect or direct administrative costs of Chamber shall be reimbursed.
3. Kiosk staff will be required to wear shirts bearing the CVB logo supplied by CVB.
4. Chamber shall staff the Kiosk through a staffing agency retained by Chamber, and shall require that costs thereof be invoiced to Chamber separately from all other staffing services purchased by Chamber, such invoices to be provided as supporting documentation for Chamber's invoices to CVB.
5. All staff utilized by Chamber shall not be employees of the CVB or County, and Chamber shall be solely responsible for complying with all applicable labor and employment requirements (payroll tax withholding, workers compensation, etc.) either directly or through its retained staffing agency.
6. Reimbursement shall not exceed \$15,000.00 annually.

**APPROVED** in Open Session

Manatee County Board of County  
Commissioners

Manatee County Government Administrative Center  
Commission Chambers, First Floor  
9:00 a.m. - February 7, 2017

February 7, 2017 - Regular Meeting  
Agenda Item #18

2/7/17

Subject

Amendment Three to Reimbursement Agreement with Anna Maria Island Chamber of Commerce

Briefings

None

Contact and/or Presenter Information

Presenter: Elliott Falcione, Executive Director, CVB, x5913

Contact Person: Monica Luff, Sr. Admin. Spec., CVB, x5913

Action Requested

Authorization for County Administrator to execute Amendment Three to Reimbursement Agreement with Anna Maria Island Chamber of Commerce.

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

- The current Agreement with the Chamber allows the CVB to have lobby space at the Chamber and the beach tourist information kiosk to place CVB visitors guides; and to reimburse the Chamber for postage for sending out Chamber guides to potential visitors, brochure space at 6 state-wide visitors centers, website development/changes, printing of promotional materials, and for tourism-related brand advertising.
- The changes to Amendment Three of the Reimbursement Agreement are as follows:
  - Increase reimbursement to the Chamber for staffing the Tourist Information Center at Manatee Public Beach. Reimbursement not to exceed \$15,000 per year for this expense.
    - Currently the Manatee Public Beach Tourist Info Center is self-serve. At the request of visitors, we need to have ambassadors to assist with providing area information. The ambassadors will also help us better track the type of visitors coming to our area.
  - Allow reimbursement for e-newsletters and social media enhancements (no increase to reimbursement amount).
  - Replacement of Exhibit A of the Reimbursement Agreement.
- TDC recommended approval on December 12, 2016
- All funds involved are tourism taxes, not ad valorem taxes.

County Attorney Review

Other (Requires explanation in field below)

Explanation of Other

Bill Clague drafted the agreement.

Reviewing Attorney

Clague

Instructions to Board Records

Emailed, interofficed 2/10/17

Send 1 signed original to Monica Luff, CVB

Copy of approved memo to Monica Luff, CVB ([monica.luff@mymanatee.org](mailto:monica.luff@mymanatee.org)) and Eva Galler, CVB ([eva.galler@mymanatee.org](mailto:eva.galler@mymanatee.org))

Cost and Funds Source Account Number and Name

1030002300 Tourist Information Center - CVB

Amount and Frequency of Recurring Costs

up to \$15,000 additional reimbursement per year; for a grand total of up to \$105,950 per year for the entire reimbursement agreement

Attachment: [AMI Chamber Agree Amend 3 - 2017.pdf](#)

Attachment: [CAO Response - RLS 2016-0853.pdf](#)



**From:** William Clague  
**Sent:** Tuesday, December 27, 2016 3:51 PM  
**To:** Monica Luff  
**Cc:** Mitchell Palmer; Elliott Falcione; Juliet Shepard  
**Subject:** AMI Chamber Agreement Amendment; RLS-2016-0853

Monica:

Pursuant to the above Request for Legal Services, you have asked this office to advise whether the County may amend the existing reimbursement agreement with the Anna Maria Island Chamber of Commerce (Chamber) to include funding for the staffing of a tourist information kiosk (Kiosk) at the Manatee Public Beach. You have also requested that we draft an amendment to provide such funding if we conclude that tourist development tax (TDT) proceeds may be used for this purpose. We provide the following advice in response:

1. We have advised in the past that TDT proceeds may not be used to fund general administrative overhead of the Chamber and other similar organizations. The County's reimbursement agreement with the Chamber limits funding to services for the "promotion" of tourism within the meaning of Florida Statute 125.0104. While this is the correct approach for most "staffing" expenditures, Florida Statute 125.0104(5)(a)4 authorizes the County "to fund . . . tourist information centers . . . by contract with the chambers of commerce or similar associations in the county . . ." Therefore, the funding of staffing costs for the Kiosk, which will operate as a "tourist information center", through an agreement with the Chamber is legally permissible, so long as the agreement includes appropriate controls to assure funds are used only for this authorized purpose.
2. Attached is a draft Amendment Three to the reimbursement agreement, prepared by me, that replaces the current Exhibit A with a new Exhibit A that includes the funding of staffing costs for the Kiosk.
3. Attached is a redlined revision of Exhibit A prepared and submitted by you, reflecting my suggested changes.

Please review the attached documents, share them with the Chamber, and let me know if you or the Chamber have any requested revisions. Subject to resolution of any outstanding business issues, I have no objection from a legal standpoint to the Amendment being scheduled for consideration by the Board. I express no opinion as to the business judgment of entering into the Amendment.

This concludes my response to the RLS.

Bill Clague  
Assistant County Attorney  
Manatee County, Florida  
ph. 941-745-3750  
fx. 941-749-3089  
[william.clague@mymanatee.org](mailto:william.clague@mymanatee.org)

AMENDMENT ~~THREETWO~~  
to  
REIMBURSEMENT AND LICENSE AGREEMENT FOR  
PROMOTION OF  
TOURISM

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ANNA MARIA ISLAND CHAMBER OF COMMERCE  
MANATEE COUNTY

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W I T N E S S E T H

**WHEREAS**, the County has established a Bradenton Area 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**, the County and the Chamber entered into a REIMBURSEMENT AND LICENSE AGREEMENT FOR PROMOTION OF TOURISM, dated as of June 21, 2011, and amended pursuant to an AMENDMENT ONE TO REIMBURSEMENT AND LICENSE AGREEMENT FOR PROMOTION OF TOURISM, dated as of December 20, 2011, and an AMENDMENT TWO TO REIMBURSEMENT AND LICENSE AGREEMENT FOR PROMOTION OF TOURISM, dated as of \_\_\_\_\_ (~~collectively as amended~~, the “Agreement”), to support the marketing and promotion of tourism; and

**WHEREAS**, the County and the Chamber wish to amend the Agreement as provided in this Amendment.

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

1. **AMENDMENT OF AGREEMENT.** The Agreement is hereby amended as follows:

~~A. A. Amendment of Section 2. Reimbursement: The first paragraph of Section 2. Reimbursement, of the Agreement is hereby amended to read in its entirety as follows:~~

~~The County shall reimburse the Chamber for Reimbursable Costs,~~

~~(a) for tourism promotion services referenced in part I of Exhibit "A", in an aggregate amount not to exceed forty thousand nine hundred and fifty dollars (\$45,950.00) per year; and~~

~~(b) for tourism related brand advertising services described in part II of Exhibit "A", in an aggregate amount not to exceed forty five thousand dollars (\$45,000) per year;~~

~~subject to the following provisions:~~

~~B. Exercise of Option to Extend Pursuant to Section 4. Duration and Termination: The County and the Chamber hereby agree to exercise the option to extend the duration of the Agreement pursuant to Section 4 thereof, such that the Agreement shall remain in effect for an additional five (5) years, terminating on September 30, 2019 (unless further extended pursuant to Section 4 thereof).~~

~~C. Replacement of Exhibit "A": Exhibit "A" to the Agreement is hereby replaced with Exhibit "A" attached hereto and incorporated herein by reference.~~

**2. ALL OTHER PROVISIONS UNAFFECTED.** All provisions of the Agreement not expressly amended hereby shall remain unaffected by this Amendment, and in full force and effect as they are set forth in the Agreement.

**3. VALIDITY.** Each of the County and the Chamber represents and warrants to the other its respective authority to enter into this Amendment.

**4. SEVERABILITY.** The provisions of this Amendment are declared by the parties hereto to be severable. In the event any term or provision of this Amendment 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 Amendment; provided, however, if any term or provision of this Amendment 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.

**5. EFFECTIVE DATE.** This Amendment shall take effect as of the date set forth above.

[signature page to follow]

*WHEREFORE, the parties hereto have executed this Amendment 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,**

a Florida Non-Profit Corporation

By: \_\_\_\_\_

## Exhibit A

- I. Promotion of Tourism.** Up to \$45,950.00 per year to promote tourism to Anna Maria Island area and the County at large.
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  2. Chamber shall have "Tourist Information Center" sign on exterior of office.
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    - a. Proof/back-up of each prospective visitor shall be submitted with invoice. (i.e. mailing address, phone, e-mail, etc.)
    - b. CVB shall reimburse Anna Maria Island Chamber for postage when mailing out tri-fold guides to state-wide visitors centers. Chamber must show proof of postage paid.
    - c. Reimbursement costs for postage shall not exceed \$15,639.25 annually.
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  8. Chamber shall provide to the CVB on a monthly basis all new partners/businesses to ensure that CVB includes the new businesses on CVB's website.
  9. The Director of the BACVB and Chamber President by mutual agreement may adjust the funds reimbursed for the above categories (up to two times per Fiscal Year) during the term of this agreement, as long as the adjusted term is specifically related to tourism promotion, and the total reimbursements do not exceed \$45,950.

**II. Tourism-Related Brand Advertising.** Up to \$45,000.00 per year for tourism-related brand advertisement campaign.

1. Chamber shall plan, negotiate, and develop their own advertisement layouts.
2. Chamber has the right to create cooperative partnerships throughout each annual campaign, as long as each cooperative partner operates one of the following businesses located in Manatee County: a short-term rental property (six months or less), restaurant, attraction or other tourism-related business (located in Manatee County).
3. Chamber is required to implement the Bradenton Area CVB logo in all advertisements. (CVB to provide logo template.)
4. CVB shall provide marketing guidance up to three (3) visits to the Chamber's advertising committee per fiscal year at the request of the Chamber.
5. Reimbursement Request Requirements:
  - a. In order for the Chamber to receive cooperative advertising reimbursement, Chamber shall provide the following in each reimbursement request packet:
    1. A qualified invoice which includes:
      - A. Names the Bradenton Area CVB as the "bill to" organization
      - B. The invoice number
      - C. Provide an itemized detail of advertising expenditures including the date the advertisement ran in publication and date cost was incurred and paid.
    2. Each invoice must be accompanied by the following documentation:
      - A. Print Ads – original or copy of tear sheet. This tear sheet must contain the name of the publication and the date published. If both items are not printed on the tear sheet, the entire publication is required. On-line tear sheets are acceptable as long as it provides sufficient documentation of the advertising.
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      - C. Sufficient documentation of the advertising must be provided to verify proof of performance.
    3. Proof of payment of the advertising:
      - A. Copies of cancelled checks/credit card statement/receipt for payment.
      - B. Provide invoice from media vendor showing cost breakdown of ad placement.
  - b. No reimbursement will be paid to Chamber in advance of service or product completion.
6. Chamber shall provide at the end of each fiscal year (September 30), a breakdown of all advertisements placed and the cooperative programs established during the year.
7. All Chamber's invoices for reimbursement requests must be received by CVB no later than September 20 of each fiscal year in order to process payments prior to the end of CVB's fiscal year. All unused monies from this advertising program will not be carried forward to the next fiscal year.

8. Chamber Marketing Plan must be reviewed by CVB prior to implementation.

**III. Tourist Information Center at Manatee Public Beach.** Up to \$15,000.00 per year for staffing of the Tourist Information Center at Manatee Public Beach, pursuant to Florida Statute 125.0104(5)(a)4.

1. CVB shall reimburse Anna Maria Island Chamber up to \$15,000.00 per year for actual costs incurred for staffing the Manatee Public Beach Tourist Information Kiosk, with staffing to occur only on Wednesday – Sunday year-round from 10am – 4pm, with the exception of the month of September in which no staffing will occur, if directed by CVB.
2. The \$15,000 can only be used for employing Reimbursement shall be for only those costs incurred to staff at the Tourist Information Kiosk to provide county-wide visitor information. No indirect or direct administrative costs of Chamber shall be reimbursed.
3. Kiosk staff will be required to wear shirts bearing the CVB logo and shirts supplied by CVB.
4. Chamber shall invoice CVB and provide proof of payment of payroll. 4. Chamber shall staff the Kiosk through a staffing agency retained by Chamber, and shall require that costs thereof be invoiced to Chamber separately from all other staffing services purchased by Chamber, such invoices to be provided as supporting documentation for Chamber's invoices to CVB.
5. All staff utilized by Chamber shall not be employees of the CVB or County, and Chamber shall be solely responsible for complying with all applicable labor and employment requirements (payroll tax withholding, workers compensation, etc.) either directly or through its retained staffing agency.
65. Reimbursement shall not exceed \$15,000.00 annually.