



AGENDA ITEM REQUEST FORM

Town Manager

Connie Hoffmann *CH*

Department Submitting Request

Dept Head's Signature

REGULAR
COMMISSION MTG
Meeting Dates - 7:00 PM

DEADLINE TO
Town Clerk

ROUNDTABLE
MEETING
Meeting Dates - 7:00 PM

DEADLINE TO
Town Clerk

- Nov 9, 2010
- Dec 7, 2010
- Jan 25, 2011
- Feb 22, 2011
- Mar 22, 2011

- Oct 29 (5:00 pm)
- Nov 30 (5:00 pm)
- Jan 14 (5:00 pm)
- Feb 11 (5:00 pm)
- Mar 11 (5:00 pm)

- Nov 22, 2010
- Dec 14, 2010
- Jan 11, 2011
- Feb 8, 2011
- Mar 8, 2011

- Nov 12 (5:00 pm)
- Dec 3 (5:00 pm)
- Dec 30 (5:00 pm)
- Jan 28 (5:00 pm)
- Feb 25 (5:00 pm)

***Subject to Change**

- | | | | |
|---------------------------------------|---|--|---------------------------------------|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Reports | <input type="checkbox"/> Consent | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Quasi Judicial | <input checked="" type="checkbox"/> Old Business | <input type="checkbox"/> New Business |

SUBJECT TITLE: FUNDING AGREEMENT WITH CHAMBER OF COMMERCE

EXPLANATION: This agreement reflects the funding the Commission agreed to provide to the Chamber in the current fiscal year (\$35,000 for operation of the Tourist Information/Welcome Center and \$11,159 for advertising) and the conditions the Commission placed on receipt of those funds. The Chamber's Executive Director and President have reviewed and accept the proposed agreement.

RECOMMENDATION: Approve a motion to authorize execution of the agreement.

EXHIBITS: Proposed agreement with the Chamber of Commerce.

FISCAL IMPACT AND APPROPRIATION OF FUNDS:

- Amount \$ 46,159.00
- Acct # 001-511.200-500.315
- Transfer of funds required
- From Acct # _____

Reviewed by Town Attorney
 Yes No

Town Manager Initials *CH*

AGREEMENT

This is an agreement, made this ____ day of January, 2011 by and between the Town of Lauderdale-By-The-Sea, Florida a municipal corporation organized and operating under the laws of the State of Florida hereinafter referred to as "TOWN" and Lauderdale-By-The-Sea Chamber of Commerce, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as "CHAMBER"

Whereas, the CHAMBER has requested financial assistance from the TOWN for the operation of a Tourist Information Center/Welcome Center and to advertise and market the Town of Lauderdale-By-The-Sea as an appealing and highly-desirable tourist destination;

Whereas, the TOWN and CHAMBER agree to enter a funding agreement to ensure the continued operation of the Tourist Information Center/Welcome Center and advertising and marketing of the Town as a tourist destination ;

Now, therefore, in consideration of the mutual promises, terms, provisions covenants and payments set forth herein, it is hereby agreed by and between the TOWN and CHAMBER as follows:

1. **Recitals** The above recitals are true and correct and are hereby incorporated herein

2. **Services and Responsibilities of CHAMBER**
 - 2.1 CHAMBER agrees to expend at least \$35,000.00 in a twelve month period ending December 31, 2011 to operate a Tourist Information Center/Welcome Center at 4201 Ocean Drive, for the benefit of the citizens, merchants and residents of the Town. The Tourist Information Center/Welcome Center shall be open no less than six days a week and seven hours per day and shall respond to letters, telephone calls, faxes, electronic mail, text messages and website inquiries regarding lodging, restaurants, businesses, recreational opportunities, and events in the Town of Lauderdale-by-the-Sea.

 - 2.2 CHAMBER shall maintain a web site which promotes the businesses and Town as a desirable destination and shall include a link to the TOWN's website.

 - 2.3 During the term of this agreement, the CHAMBER shall expend at least \$11,159.00 on marketing and advertising the Town as a tourist destination both nationally and internationally via print and electronic media. The CHAMBER shall remit copies of paid invoices for the marketing and advertising to the TOWN for reimbursement, along with copies of the ads or marketing messages placed, and will invoice the TOWN no more than four times during the term of this agreement.

 - 2.4 The CHAMBER shall submit a monthly report to the TOWN which indicates the number of inquiries to the Welcome center, the number of walk-in visitors

to the Welcome Center, and the estimated number of attendees at Chamber-sponsored events in TOWN.

- 2.5 The Chamber shall remain in good standing as a Florida corporation during the term of this agreement.
- 2.6 CHAMBER shall aid in the promotion of all TOWN-sponsored events—as mutually agreed to by the CHAMBER and the TOWN.
- 2.7 It is expressly agreed that all staff personnel hired by and paid for by the CHAMBER shall be employees of the CHAMBER, shall remain under the control, supervision, and direction of the CHAMBER and shall not be employees of the TOWN.

3. Services and Responsibilities of TOWN

- 3.1 The TOWN agrees to provide funding for the term of this agreement in the amount of \$35,000.00 for the operation of the Tourist Information Center/Welcome Center. Funding shall commence in January 2011 and be remitted in full by September 30, 2011.
- 3.2 The schedule of payments of the \$35,000.00 by the TOWN shall be as follows: \$8,750.00 paid to the CHAMBER by January 31, 2001, and additional payments in that same amount by March 31, June 30, and September 30, 2011.
- 3.3 TOWN agrees to reimburse the CHAMBER for up to a total of \$11,159.00 for advertising and marketing expenditures. The TOWN will reimburse the CHAMBER within 30 days of receipt of legitimate invoices for such expenses.
- 3.4 TOWN agrees to continue providing full and exclusive use of the facility located at 4201 Ocean Drive in Lauderdale-By-The-Sea for the benefit of CHAMBER. The facility shall remain the property of the TOWN. Additionally, TOWN agrees to continue providing building maintenance, grounds maintenance and utilities, including electricity, water and waste collection.
- 3.5 The TOWN and CHAMBER agree to cooperate in each other's efforts to positively promote the Town and host events that bring visitors to Town and residents to the downtown.
- 3.6 The TOWN and CHAMBER agree that, should other governmental funds be given to the CHAMBER in 2011 for the operation of the Tourist Information Center/Welcome Center, the TOWN'S \$35,000.00 funding commitment for that purpose will be reduced by the same amount that the CHAMBER receives from another governmental agency. In such event, each subsequent payment due CHAMBER from TOWN shall be reduced equally to accommodate the total reduced amount due.

4. Term and Termination

- 4.1 This agreement shall be effective for a term of twelve months, retroactive to January 1, 2011 unless terminated by either party according to the terms set forth in Section 4.2 or Section 7 of this agreement.
- 4.2 The TOWN may terminate this agreement unilaterally with ninety (90) days notice to the CHAMBER and only with a supermajority vote of 4/5 vote of the members of the Town Commission.
- 4.3 In the event of unilateral termination of this agreement by the TOWN, the CHAMBER shall retain exclusive use of the facility located at 4201 Ocean Drive in Lauderdale-By-The-Sea which shall remain maintained by the TOWN through December 31, 2011.
- 4.4 The TOWN shall fund any remaining portion of the agreement up to termination date as laid out by section 4 herein, calculated prorata based on the termination date.
- 4.5 The CHAMBER may terminate this agreement unilaterally with ninety (90) days notice to the TOWN. In such event CHAMBER shall forfeit any rights or entitlements due after the termination date.

5. Equal Employment Opportunity

- 5.1 In the performance of this agreement, CHAMBER shall not discriminate against any firm, employee or applicant for employment or any other firm/individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

6. Notice

- 6.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, by hand delivery or by facsimile transmission with confirmation of receipt, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CHAMBER and the TOWN designate as the respective places for giving of notice:

TOWN: Constance Hoffmann
Town Manager
4501 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

CHAMBER: Paul Novak
President, Lauderdale-by-the-Sea Chamber of Commerce
4201 Ocean Drive
Lauderdale-By-The-Sea, FL 33308

7. Default and Cure

- 7.1 Shall the TOWN or CHAMBER find the counter party in default; the counter party shall be noticed upon written notice of the commencement of the cure period which shall have a duration of sixty (60) days.
- 7.2 During the cure period, the notices party shall pursue avenues and actions to comply with the terms of this agreement.
- 7.3 Should the dispute be over the lack of agreed upon funding from the TOWN to the CHAMBER, the funds shall be dispersed upon notice of the default, half of which shall be held in escrow.

8. Property

- 8.1 The parties agree that all items equipment property and materials owned or purchased by CHAMBER and provided for the execution of this agreement shall remain the property of CHAMBER. The parties further agree that all items, equipment, property and materials owned or purchased by the TOWN and provided for the execution of this agreement shall remain the property of the TOWN. In the event of damage or destruction, the party causing such damage or destruction shall promptly repair or replace the property.

9. Waiver

- 9.1 Failure of either party to insist upon strict performance of any covenant or condition of this agreement or to execute any right here in contained shall not be construed as a waiver or relinquishment for the future of any such covenant condition or right but the same shall remain in full force and effect

10. Severability

- 10.1 If any provision of this agreement or application thereof to any person situation shall to any extent, be held invalid or unenforceable, the remainder of this agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
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11. Governing Law

11.1 This agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

12. Extent of Agreement

12.1 This agreement represents the entire and integrated agreement between the TOWN and the CHAMBER and supersedes all prior negotiations, representations or agreements either written or oral.

13. Indemnification

13.1 CHAMBER agrees to indemnify and hold harmless the TOWN for all costs, losses and expenses, including, but not limited to, damages to persons or property, including, but not limited to judgments arising out of or in connection with CHAMBER's use of the TOWN'S property. If requested by TOWN, CHAMBER shall assume and defend itself and TOWN in connection with any such suit or cause of action, and such defense shall be at the cost of the CHAMBER. The CHAMBER shall carry liability insurance in an amount no less than \$1,000,000 and shall provide a copy of the policy to the TOWN with the TOWN listed as additional insured on the policy.

IN WITNESS WHEREOF, TOWN and CHAMBER have signed this Agreement.

**TOWN OF LAUDERDALE-BY-THE-SEA,
FLORIDA**

BY: _____
Constance Hoffmann
Town Manager

Date: _____

ATTEST:

June White, Town Clerk

APPROVED AS TO FORM:

Susan L. Trevarthen, Town Attorney

LAUDERDALE-BY-SEA CHAMBER OF COMMERCE

Paul Novak
Paul Novak, President

Kyle Gould
Signature of Corporate Secretary

KYLE GOULD
Printed Name of Corporate Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF BROWARD ss.

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Paul Novak and Kyle Gould as President and Secretary, respectively, of Lauderdale-By-Sea Chamber of Commerce, a Florida corporation, and acknowledged they executed the foregoing Agreement as the proper officials of Lauderdale-By-Sea Chamber of Commerce, for the use and purposes mentioned in the Agreement and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 21st day of January, 2011.

My Commission Expires:

N. A. Smith
Signature of Notary Public

Notary Seal

Nekisha A. Smith
Printed Name of Notary Public

