

## **TDC EXECUTIVE SUMMARY**

### **Recommend approval of FY 13 Tourism Agreements for Category B Grant Agreements totaling \$63,000 and Category C-2 Grant Agreements totaling \$135,000**

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**OBJECTIVE:** Approval of FY 13 tourist tax grant agreements based on TDC funding recommendations on May 29, 2012 for Category B and Category C-2 grant applications.

**CONSIDERATIONS:** Grant Applications were made available on the Collier County tourism website in March 2012 and were reviewed first by the Tourism Director and then by a panel of five tourism industry representatives. The review panel recommendations were subsequently presented to the TDC on May 29, 2012. Agreements have been prepared for each grantee by the County Attorney's Office and Purchasing Department based on the funding recommended by the TDC, reimbursement requirements in the grant application guidelines and input received in 2011 from the Clerk of Courts Internal Audit Division.

#### **CATEGORY B MARKETING & EVENT GRANTS**

**Arts Naples World Festival, Inc. - \$50,000:** To promote a community-wide, multi-venue art and music festival, scheduled for May 2013. The festival will use multiple Collier area venues and will feature art and culture from Latin America. They are requesting assistance in advertising in out of market media within a one day drive of Collier. The original request was for \$25,000, and the TDC recommended \$50,000.

**Old Naples Waterfront Association - \$13,000:** To promote the Stone Crab Festival in October 2012. There will be numerous Collier County restaurants participating in the festival and media will promote the event in out of Collier County markets. The grantee requested \$15,000 and the TDC recommended \$13,000.

#### **CATEGORY C-2 GRANTS- Non County Owned or Operated Museums**

**Holocaust Museum of SW Florida - \$50,000:** Several new events are planned for FY 13 including a conference at an area hotel. Funds will be used to promote the event series in out of market media. The Museum requested \$50,000 and the TDC recommended \$50,000.

**Naples Art Association, dba von Liebig Art Center - \$60,000:** This organization is requesting funding assistance for out of market advertising of their 2013 festivals. They requested \$60,000 and the TDC concurred.

**Philharmonic Center for the Arts - \$25,000:** This organization has requested funding for advertising and promotion for a traveling exhibit called "Painting Women" targeting Florida drive markets. The Museum requested \$25,000 and the TDC concurred.

**FISCAL IMPACT:** Funding for Category B grants in the amount of \$63,000 and Category C-2 grants in the amount of \$135,000 is included in the Tourism Department's FY 13 proposed budget.

**LEGAL CONSIDERATIONS:** The County Attorney has assisted in the preparation and review of the contracts and finds them in accordance with County Ordinances and Grant Guidelines.

**RECOMMENDATION:** Recommend approval of FY 13 Tourism Agreements for Category B marketing grants totaling \$63,000; Category C-2 grants totaling \$135,000.

**SUBMITTED BY:** Jack Wert, Tourism Director

**TDC MEETING DATE:** 7/23/12

FY 12 GRANT APPLICATION RECAP

July 23, 2012  
New Business 7-c  
3 of 68

ORGANIZATION	PROJECT NAME	REQUESTED AMOUNT FY 13	USE OF FUNDS	FY 11 AWARD	FY 12 AWARD	Review Panel	TDC	REMARKS
						\$ Recommend	Recommendation	
<b>CATEGORY C-2 Budget \$315K</b>								
Holocaust Museum	Teaching Respect-The Ripple Effect	\$100,000	Out of market media for events	\$32,500	\$30,000	\$50,000	\$50,000	6th Request- New initiatives- full funding eligible
Naples Art Association	Bring 'em in-Bring 'em Back	\$72,800	Out of market media for events	\$37,500	\$35,000	\$60,000	\$60,000	7th Request- Some new off season initiatives- full funding eligible
Philharmonic Center for the Arts	Painting Women-Traveling Exhibit	\$45,000	Out of market media for event	0	0	\$25,000	\$25,000	2nd Request- Last was 2009 for \$20,000 Latin Festival-full funding eligible
<b>Cat C-2 Total Requested</b>		<b>\$217,800</b>		<b>\$145,000</b>	<b>\$65,000</b>	<b>\$135,000</b>	<b>\$135,000</b>	
Contingency/Carry forward		\$97,200				\$180,000	\$180,000	
<b>TOTALS CAT. C-2</b>		<b>\$315,000</b>		<b>\$340,000</b>	<b>\$278,000</b>	<b>\$315,000</b>	<b>\$315,000</b>	
<b>CATEGORY B Budget \$125K</b>								
Art Naples World Fest	Intl. Music Festival	\$25,000	out of market ads & prod	\$15,000	\$25,000	\$25,000	\$50,000	3rd Request- \$53K TDT ROI- Full funding eligible
Naples Intl Film Festival	Film Fest	\$40,000	Web banner ads & TV Spots	\$20,000	\$10,000	\$25,000	\$0	3rd Request- \$500 TDT ROI- \$500 eligible per guidelines
Old Naples Waterfront Association	Stone Crab Festival	\$25,000	out of market ads & prod	0	0	\$13,000	\$13,000	2nd request. Last year's event was not funded due to the closeness of event to 10/1- Full funding eligible
<b>TOTALS CAT. B Requests</b>		<b>\$90,000</b>		<b>\$35,000</b>	<b>\$35,000</b>	<b>\$63,000</b>	<b>\$63,000</b>	
Contingency/Carry forward		\$35,000				\$62,000	\$62,000	
<b>TOTAL CAT B BUDGET</b>		<b>\$125,000</b>				<b>\$125,000</b>	<b>\$125,000</b>	
<b>PAST APPLICANTS THAT DID NOT APPLY FOR FY 13</b>								
Children's Museum- C-2	Promo of Events/Exhibit	\$150,000	Out of market media & collateral	\$100,000	\$100,000			4TH Request- 40% per guidelines- New Use
Naples Botanical Garden- C-2	Blossoming into Destination	\$208,000	out of market media, web, social	\$75,000	\$75,000			9th Request-Open recommend- modified use
Corrigan Sports Ent. -B	President's Cup Lacrosse	\$10,000	Lacrosse Magazine ads	\$5,000	\$5,000			2nd Request- 80% - out of market media
Corrigan Sports Ent.- B	Paradise Cup Boys Lacrosse	\$5,000	Lacrosse Magazine ads	\$5,000	\$5,000			New Event -runs right after President's Cup
Friends of Rookery Bay- B	Break Attendance Records	\$54,500	Broadcast media & collateral	\$50,000	\$40,000			3rd Request- 60% per guidelines-media & web
United Arts Council- Not a grant	Arts Event Calendar	\$24,000	Print Calendar	\$24,000	\$24,000			5th Req.- Develop digital version - Fund as Tourism Dept Print Project

**2013 TOURISM AGREEMENT BETWEEN  
COLLIER COUNTY AND ARTSNAPLES WORLD FESTIVAL, INC.**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between ArtsNaples World Festival, Inc., a Florida not-for-profit corporation, hereinafter referred to as “GRANTEE” and Collier County, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY”.

WHEREAS, the COUNTY has adopted a Tourist Development Plan (hereinafter referred to as “Plan”) funded by proceeds from the Tourist Development Tax; and

WHEREAS, the Collier County Tourism Ordinance provides that certain of the revenues generated by the Tourist Development Tax are to be allocated to promote and advertise tourism within the State of Florida, nationally and internationally which encourages tourism; and

WHEREAS, GRANTEE has applied to the Tourist Development Council and the County to use Tourist Development Tax funds for out of county promotion of an international celebration of the arts festival; and

WHEREAS, the Collier County Board of County Commissioners has approved the funding request of the GRANTEE and the Chairman was authorized to execute the Tourism Agreement.

NOW, THEREFORE, BASED UPON THE MUTUAL COVENANTS AND PREMISES PROVIDED HEREIN, AND OTHER VALUABLE CONSIDERATION, IT IS MUTUALLY AGREED AS FOLLOWS:

1. SCOPE OF WORK:

(a) In accordance with the authorized expenditures as set forth in the Budget, attached hereto as Exhibit “F”, the GRANTEE shall expend the funds for the out of county promotion of the ArtsNaples World Festival (hereinafter “the Project”).

2. PAYMENT:

(a) The amount to be paid under this Agreement shall be a total of Fifty Thousand Dollars (\$50,000). GRANTEE shall be paid in accordance with fiscal procedures of the County for the expenditures incurred as described in Paragraph One (1) herein upon submittal of a Request for Funds on the form attached hereto as Exhibit "D" and made a part hereof, and shall submit vendor invoices, copies of credit card receipts and statements and two-sided copies of cancelled checks, on-line bill pay transaction registers or other acceptable evidence of payment, original tear sheets of print ads showing publication name and date, affidavit of broadcast dates and times, screen shots of on-line ads showing date of capture, or samples of printed materials to the Tourism Director or his designee, for review and upon verification by letter from the GRANTEE that the services or work performed as described in the invoice have been completed or that the goods have been received and that all vendors have been paid. Should these documents be unavailable, the GRANTEE may submit other legally viable evidence of payment subject to review and approval by the Clerk's Office.

(b) The Tourism Director or his designee shall determine that the invoice payments are authorized and that the goods or services covered by such invoice[s] have been provided or performed in accordance with such authorization. The budget attached as Exhibit "F" shall constitute authorization for the expenditure[s] described in the invoice[s].

(c) All expenditures shall be made in conformity with this Agreement.

(d) The COUNTY shall not pay GRANTEE until the Clerk of the Board of County Commissioners pre-audits all payment invoices in accordance with law.

(e) GRANTEE shall be paid for its actual costs, not to exceed the maximum amount budgeted pursuant to the attached "Exhibit F".

(f) Expenditures with publications, broadcast and brochure distribution with circulation or reach outside Collier County over fifty percent (50%) of the total will be acceptable for reimbursement at full value based on a statement from the publisher, broadcaster or distributor attesting to that circulation percentage.

(g) Invoices for prepayment or for deposit on services will not be eligible for reimbursement.

(h) Services or product must be delivered and paid for by GRANTEE between the effective dates of this agreement.

(i) All requests for reimbursement must be received prior to September 30, 2013 to be eligible for payment.

3. ELIGIBLE EXPENDITURES:

(a) Only eligible expenditures described in Paragraph One (1) will be paid by COUNTY.

(b) COUNTY agrees to pay eligible expenditures incurred between October 1, 2012 and September 30, 2013.

(c) Any expenditures paid by COUNTY which are later deemed to be ineligible expenditures shall be repaid to COUNTY within thirty (30) days of COUNTY's written request to repay said funds.

(d) COUNTY may request repayment of funds for a period of up to three (3) years after termination of this Agreement or any extension or renewal thereof.

4. REPORTING REQUIREMENTS:

(a) GRANTEE shall provide to County an interim status report on the form attached hereto as Exhibit "B" no later than March 30, 2013 whether or not a Request for Funds is submitted.

(b) GRANTEE shall provide to County a final status report on the form attached hereto as Exhibit "C" no later than October 15, 2013.

(c) Each report shall identify the economic impact generated by the GRANTEE through the use of reports (Exhibits "B" and "C") which identify the amount spent, the duties performed, the services provided, and the goods delivered since the previous reporting period.

(d) GRANTEE shall take reasonable measures to assure the continued satisfactory performance of all vendors and subcontractors.

(e) COUNTY may withhold any interim or final payments for failure of GRANTEE to provide the interim status report or final status report until the County receives the interim status report or final status report or other report acceptable to the Tourism Director.

(f) GRANTEE shall request that visitors to the the ArtsNaples World Festival complete the visitor questionnaire attached to this Agreement as Exhibit "E". All completed visitor questionnaires shall be maintained in accordance with Paragraph Thirteen (13) of this Agreement.

5. INSURANCE:

(a) GRANTEE shall submit a Certificate of Insurance naming the Collier County Board of County Commissioners and the Tourist Development Council as additional insureds.

(b) The certificate of insurance must be valid for the duration of this Agreement, and be issued by a company licensed in the State of Florida, and provide General Liability Insurance for no less than the following amounts:

BODILY INJURY LIABILITY \$300,000 each claim per person

PROPERTY DAMAGE LIABILITY \$300,000 each claim per person

PERSONAL INJURY LIABILITY \$300,000 each claim per person

(c) The Certificate of Insurance must be delivered to the Tourism Director or his designee with copies of the Agreement executed by GRANTEE. The GRANTEE shall not commence promotional or advertising activities which are to be funded pursuant to this Agreement until the Certificate of Insurance has been received by the COUNTY and the Agreement is fully executed.

6. CHOICE OF VENDORS AND FAIR DEALING:

(a) GRANTEE may select vendors or subcontractors to provide services as described in Paragraph One (1).

(b) COUNTY shall not be responsible for paying vendors and shall not be involved in the selection of subcontractors or vendors.

(c) GRANTEE agrees to disclose any financial or other relationship between GRANTEE and any subcontractors or vendors, including, but not limited to, similar or related employees, agents, officers, directors and/or shareholders.

(d) COUNTY may, in its discretion, object to the reasonableness of expenditures and require payment if invoices have been paid under this Agreement for unreasonable expenditures. The reasonableness of the expenditures shall be based on industry standards.

7. INDEMNIFICATION:

GRANTEE shall indemnify and hold harmless Collier County, its agents, officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to,

reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the GRANTEE or anyone employed or utilized by the GRANTEE in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

8. NOTICES:

All notices from the COUNTY to the GRANTEE shall be in writing and deemed duly served if mailed by registered or certified mail to the GRANTEE at the following address:

Merlin Lickhalter, President  
ArtsNaples World Festival, Inc.  
6825 Grenadier Blvd. #1005  
Naples, FL 34108

All notices from the GRANTEE to the COUNTY shall be in writing and deemed duly served if mailed by registered or certified mail to the COUNTY to:

Jack Wert, Tourism Director  
Collier County Tourism Department  
2800 N. Horseshoe Drive  
Naples, Florida 34104

The GRANTEE and the COUNTY may change the above mailing address at any time upon giving the other party written notification pursuant to this Section.

9. NO PARTNERSHIP: Nothing herein contained shall be construed as creating a partnership between the COUNTY and the GRANTEE, or its vendors or subcontractors, or to constitute the GRANTEE, or its vendors or subcontractors, as an agent or employee of the COUNTY.

10. COOPERATION: GRANTEE shall fully cooperate with the COUNTY in all matters pertaining to this Agreement and shall provide all information and documentation requested by the COUNTY from time to time pertaining to the use of any funds provided hereunder.

11. TERMINATION:



(a) The COUNTY or the GRANTEE may cancel this Agreement with or without cause by giving thirty (30) days advance written notice of such termination specifying the effective date of termination.

(b) If the COUNTY terminates this Agreement, the COUNTY will pay the GRANTEE for all expenditures or contractual obligations incurred by GRANTEE, with subcontractors and vendors, up to the effective date of the termination so long as such expenses are eligible.

12. GENERAL ACCOUNTING: GRANTEE is required to maintain complete and accurate accounting records. All revenue related to the Agreement must be recorded, and all expenditures must be incurred within the term of this Agreement.

13. AVAILABILITY OF FUNDS: This agreement is subject to the availability of Tourist Development Tax revenues. If for any reason tourist tax funds are not available to fund all or part of this agreement, the COUNTY may upon written notice , at any time during the term of this agreement, and at its sole discretion, reduce or eliminate funding under this agreement.

14. AVAILABILITY OF RECORDS: GRANTEE shall maintain records, books, documents, papers and financial information pertaining to work performed under this Agreement for a period of three (3) years. GRANTEE agrees that the COUNTY, or any of its duly authorized representatives, shall, until the expiration of three (3) years after final payment under this Agreement, have access to, and the right to examine and photocopy any pertinent books, documents, papers, and records of GRANTEE involving any transactions related to this Agreement.

15. PROHIBITION OF ASSIGNMENT: GRANTEE shall not assign, convey, or transfer in whole or in part its interest in this Agreement without the prior written consent of the COUNTY.

16. TERM: This Agreement shall become effective on October 1, 2012 and shall remain effective for one year until September 30, 2013. If the project is not completed within the term of this agreement, all unreleased funds shall be retained by the COUNTY. Any extension of

this agreement beyond the one (1) year term in order to complete the Project must be at the express consent of the Collier County Board of County Commissioners.

17. The GRANTEE must request any extension of this term in writing at least sixty (60) days prior to the expiration of this Agreement, and the COUNTY may agree by amendment to this Agreement to extend the term for an additional ninety (90) days.

18. EVALUATION OF TOURISM IMPACT: GRANTEE shall monitor and evaluate the tourism impact of the Project, explaining how the tourism impact was evaluated, providing a written report to the Tourism Director or his designee, along with a final budget analysis by October 15, 2013.

19. REQUIRED NOTATION: All promotional literature and all print, broadcast and on-line media advertising must prominently list Collier County and the Tourist Development Council as a source of funds to read “A cooperative effort funded by the Collier County Tourist Development Tax” and/or display the CVB logo and website address [www.paradisecoast.com](http://www.paradisecoast.com) to qualify for reimbursement.

20. AMENDMENTS: This Agreement may only be amended by mutual written agreement of the parties, after review by the Collier County Tourist Development Council if warranted.

IN WITNESS WHEREOF, the GRANTEE and COUNTY have respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

ATTEST:  
DWIGHT E. BROCK, Clerk

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

\_\_\_\_\_

By: \_\_\_\_\_  
FRED W. COYLE, Chairman

Approved as to form and  
legal sufficiency

\_\_\_\_\_  
Colleen M. Greene  
Assistant County Attorney

WITNESSES:

GRANTEE:

(1) \_\_\_\_\_

ARTSNAPLES WORLD FESTIVAL, INC.

\_\_\_\_\_  
Printed/Typed Name

(2) \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
Printed/Typed Title

**EXHIBIT "B"**

**Collier County Tourist Development Council  
Interim Status Report**

EVENT NAME: \_\_\_\_\_

REPORT DATE: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

=====

**On an attached sheet, answer the following questions to identify the status of the project.**

**INTERIM** – These questions will identify the current status of the project. After the TDC staff reviews this Interim Status Report, if they feel you are behind schedule on the planning stages, they will make recommendations to help get the project stay on schedule.

Has the planning of this project started?

At what point are you at with the planning stage for this project?

(Percent of completion)

Will any hotels/motels be utilized to support this project?

If so, how many hotel room nights will be utilized?

What is the total dollar amount to date of matching contributions?

What is the status of the advertising and promotion for this project?

Have you submitted any advertisements or printed pieces to the TDC staff for approval?

Please supply a sample and indicate the ad schedule.

How has the public interest for this project been up to this point?

**EXHIBIT "C"**

**Collier County Tourist Development Council  
Final Status Report**

**EVENT NAME:** \_\_\_\_\_

**REPORT DATE:** \_\_\_\_\_

**ORGANIZATION:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

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**On an attached sheet, answer the following questions for each element in your scope of work.**

**Final** – These questions should be answered for your final status report.

Was this a first time project? If not, how many times has this event taken place?

What hotels/motels were utilized to support the project and how many?

What is the total economic impact and revenue generated for this event?

Total expenses. **(Have all vendors been paid?)**

List the vendors that have been paid, if not, what invoices are still outstanding and why?

What is the number of participants that visited the project?

What is the percentage of the total participants from out of Collier County?

What problems occurred if any during the project event?

List any out-of-county- advertising, marketing, and/or public relations that was used to support the project and attach samples.

How could the project been improved or expanded?

EXHIBIT "D"

REQUEST FOR FUNDS  
COLLIER COUNTY TOURIST DEVELOPMENT COUNCIL

EVENT NAME \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ TELEPHONE ( ) \_\_\_\_\_

REQUEST PERIOD FROM \_\_\_\_\_ TO \_\_\_\_\_

REQUEST# \_\_\_\_\_

( ) INTERIM REPORT ( ) FINAL REPORT

TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_

<u>EXPENSE</u>	<u>BUDGET</u>	<u>REIMBURSEMENT REQUESTED</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTALS	_____	_____

NOTE: Reimbursement of funds must stay within the confines of the Project Expenses outlined in your application. Copies of paid invoices, cancelled checks, tear sheets, printed samples or other backup information to substantiate payment must accompany request for funds. The following will not be accepted for payments: statements in place of invoices; checks or invoices not dated; tear sheets without date, company or organizations name. A tear sheet is required for each ad for each day or month of publication. A proof of an ad will not be accepted.

For each request for payment, Grantee is required to submit verification in writing that all subcontractors and vendors have been paid for work and materials previously performed or received prior to receipt of any further payments.

If project budget has specific categories with set dollar limits, the Grantee is required to include a spreadsheet to show which category each invoice is being paid from and total of category before payment can be made to Grantee. Organizations receiving funding should take into consideration that it will take a maximum of 45 days for the County to process a check.

Furnishing false information may constitute a violation of applicable State and Federal laws. CERTIFICATION OF FINANCIAL OFFICER: I certify that the above information is correct based on our official accounting system and records, consistently applied and maintained and that the cost shown have been made for the purpose of and in accordance with, the terms of the contract. The funds requested are for reimbursement of actual cost made during this time period.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

**EXHIBIT "E"**



**VISITOR QUESTIONNAIRE**

Welcome to the Paradise Coast <sup>SM</sup>. Thank you for choosing this area for your visit. Please take a few minutes to complete the following questions so that we can better serve the needs of future visitors to Florida's Last Paradise <sup>SM</sup>. PLEASE REFER TO OUR PARADISE COAST BROCHURES FOR THE LOCATION OF ALL AREA ATTRACTIONS.

**NAME:**

**ADDRESS:** \_\_\_\_\_ **CITY** \_\_\_\_\_ **ST** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**DATE OF ARRIVAL:** \_\_\_\_\_ **DATE OF DEPARTURE:** \_\_\_\_\_

**WHERE ARE YOU STAYING?** **HOTEL/RESORT** \_\_\_\_\_ **FRIENDS/FAMILY** \_\_\_\_\_ **CONDOMINIUM** \_\_\_\_\_

**NAME OF HOTEL AND CITY/AREA:** \_\_\_\_\_

**NAME OF CONDOMINIUM/TIMESHARE:** \_\_\_\_\_

**# OF ROOMS OCCUPIED x NUMBER OF NIGHTS STAYING IN COLLIER COUNTY =** \_\_\_\_\_

**HOW DID YOU SELECT THE HOTEL/CONDOMINIUM?**

**INTERNET ( )** \_\_\_\_\_ **YOUR CHOICE ( )** \_\_\_\_\_ **TRAVEL AGENT ( )** \_\_\_\_\_

**OTHER:** \_\_\_\_\_

**NUMBER OF MEALS YOU & YOUR GROUP WILL EAT OUT:**

Number of people in your party = \_\_\_\_\_

Number of days of your visit = \_\_\_\_\_

Number of meals eaten out each day = \_\_\_\_\_

**PLANNED AREA ACTIVITIES: (Please circle all that apply)**

**ARTS & CULTURE**

- von Liebig Art Center
- Naples Museum of Art
- Sugden Theatre
- Naples Philharmonic
- Art Galleries

Other \_\_\_\_\_

**WATER SPORTS**

- Beaches
- Naples Pier
- Shelling
- Fishing
- Boating
- Kayaking

Other \_\_\_\_\_

**NATURE**

- Everglades Tour
- County Parks
- National Park
- State Parks
- Corkscrew Swamp
- Conservancy of SW FL
- Lake Trafford

Other \_\_\_\_\_

**FAMILY ATTRACTIONS**

- Naples Zoo
- Naples Botanical Garden
- Fun 'n Sun Water Park
- Swamp Buggy Race
- Mini Golf
- King Richard's Fun Park
- County Museums

Other \_\_\_\_\_

**SHOPPING AND DINING**

- Fifth Avenue South
- Third Street South
- Waterside Shops
- Venetian Bay
- Bayfront
- Tin City
- Prime Outlets

Other \_\_\_\_\_

**SIGHTSEEING**

- Lunch/Dinner Cruise/
- Sunset Cruise
- City Trolley Tour
- Everglades Tour
- Segway Tour
- Dolphin Cruise

Other \_\_\_\_\_

**RELAXATION & ENTERTAINMENT**

- Golf
- Spa
- Shelling
- Seminole Casino
- Lounges & Clubs
- Music

Other \_\_\_\_\_

**EXHIBIT "F"**

**ArtsNaples World Festival, Inc.  
Project Budget**

**Funding – Not to Exceed**

Out of County Advertising, Marketing, Production and  
Related Distribution Expenses

\$50,000

**Total:**

**\$50,000**



**2013 TOURISM AGREEMENT BETWEEN  
COLLIER COUNTY AND OLD NAPLES WATERFRONT ASSOCIATION, INC.**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between Old Naples Waterfront Association, Inc., a Florida not-for-profit corporation, hereinafter referred to as “GRANTEE” and Collier County, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY”.

WHEREAS, the COUNTY has adopted a Tourist Development Plan (hereinafter referred to as “Plan”) funded by proceeds from the Tourist Development Tax; and

WHEREAS, the Collier County Tourism Ordinance provides that certain of the revenues generated by the Tourist Development Tax are to be allocated to promote and advertise tourism within the State of Florida, nationally and internationally which encourages tourism; and

WHEREAS, GRANTEE has applied to the Tourist Development Council and the County to use Tourist Development Tax funds for out of county promotion of a stone crab festival; and

WHEREAS, the Collier County Board of County Commissioners has approved the funding request of the GRANTEE and the Chairman was authorized to execute the Tourism Agreement.

NOW, THEREFORE, BASED UPON THE MUTUAL COVENANTS AND PREMISES PROVIDED HEREIN, AND OTHER VALUABLE CONSIDERATION, IT IS MUTUALLY AGREED AS FOLLOWS:

1. SCOPE OF WORK:

(a) In accordance with the authorized expenditures as set forth in the Budget, attached hereto as Exhibit “F”, the GRANTEE shall expend the funds for the out of county promotion of the Stone Crab Festival (hereinafter “the Project”).

2. PAYMENT:

(a) The amount to be paid under this Agreement shall be a total of Thirteen Thousand Dollars (\$13,000). GRANTEE shall be paid in accordance with fiscal procedures of the County for the expenditures incurred as described in Paragraph One (1) herein upon submittal of a Request for Funds on the form attached hereto as Exhibit "D" and made a part hereof, and shall submit vendor invoices, copies of credit card receipts and statements and two-sided copies of cancelled checks, on-line bill pay transaction registers or other acceptable evidence of payment, original tear sheets of print ads showing publication name and date, affidavit of broadcast dates and times, screen shots of on-line ads showing date of capture, or samples of printed materials to the Tourism Director or his designee, for review and upon verification by letter from the GRANTEE that the services or work performed as described in the invoice have been completed or that the goods have been received and that all vendors have been paid. Should these documents be unavailable, the GRANTEE may submit other legally viable evidence of payment subject to review and approval by the Clerk's Office.

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(c) All expenditures shall be made in conformity with this Agreement.

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(g) Invoices for prepayment or for deposit on services will not be eligible for reimbursement.

(h) Services or product must be delivered and paid for by GRANTEE between the effective dates of this agreement.

(i) All requests for reimbursement must be received prior to September 30, 2013 to be eligible for payment.

3. ELIGIBLE EXPENDITURES:

(a) Only eligible expenditures described in Paragraph One (1) will be paid by COUNTY.

(b) COUNTY agrees to pay eligible expenditures incurred between October 1, 2012 and September 30, 2013.

(c) Any expenditures paid by COUNTY which are later deemed to be ineligible expenditures shall be repaid to COUNTY within thirty (30) days of COUNTY's written request to repay said funds.

(d) COUNTY may request repayment of funds for a period of up to three (3) years after termination of this Agreement or any extension or renewal thereof.

4. REPORTING REQUIREMENTS:

(a) GRANTEE shall provide to County an interim status report on the form attached hereto as Exhibit "B" no later than March 30, 2013 whether or not a Request for Funds is submitted.

(b) GRANTEE shall provide to County a final status report on the form attached hereto as Exhibit "C" no later than October 15, 2013.

(c) Each report shall identify the economic impact generated by the GRANTEE through the use of reports (Exhibits "B" and "C") which identify the amount spent, the duties performed, the services provided, and the goods delivered since the previous reporting period.

(d) GRANTEE shall take reasonable measures to assure the continued satisfactory performance of all vendors and subcontractors.

(e) COUNTY may withhold any interim or final payments for failure of GRANTEE to provide the interim status report or final status report until the County receives the interim status report or final status report or other report acceptable to the Tourism Director.

(f) GRANTEE shall request that visitors to the the Stone Crab Festival complete the visitor questionnaire attached to this Agreement as Exhibit "E". All completed visitor questionnaires shall be maintained in accordance with Paragraph Thirteen (13) of this Agreement.

5. INSURANCE:

(a) GRANTEE shall submit a Certificate of Insurance naming the Collier County Board of County Commissioners and the Tourist Development Council as additional insureds.

(b) The certificate of insurance must be valid for the duration of this Agreement, and be issued by a company licensed in the State of Florida, and provide General Liability Insurance for no less than the following amounts:

BODILY INJURY LIABILITY \$300,000 each claim per person

PROPERTY DAMAGE LIABILITY \$300,000 each claim per person

PERSONAL INJURY LIABILITY \$300,000 each claim per person

(c) The Certificate of Insurance must be delivered to the Tourism Director or his designee with copies of the Agreement executed by GRANTEE. The GRANTEE shall not commence promotional or advertising activities which are to be funded pursuant to this Agreement until the Certificate of Insurance has been received by the COUNTY and the Agreement is fully executed.

6. CHOICE OF VENDORS AND FAIR DEALING:

(a) GRANTEE may select vendors or subcontractors to provide services as described in Paragraph One (1).

(b) COUNTY shall not be responsible for paying vendors and shall not be involved in the selection of subcontractors or vendors.

(c) GRANTEE agrees to disclose any financial or other relationship between GRANTEE and any subcontractors or vendors, including, but not limited to, similar or related employees, agents, officers, directors and/or shareholders.

(d) COUNTY may, in its discretion, object to the reasonableness of expenditures and require payment if invoices have been paid under this Agreement for unreasonable expenditures. The reasonableness of the expenditures shall be based on industry standards.

7. INDEMNIFICATION:

GRANTEE shall indemnify and hold harmless Collier County, its agents, officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to,

reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the GRANTEE or anyone employed or utilized by the GRANTEE in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

8. NOTICES:

All notices from the COUNTY to the GRANTEE shall be in writing and deemed duly served if mailed by registered or certified mail to the GRANTEE at the following address:

Jenny Foegen, President  
Old Naples Waterfront Association, Inc.  
1221 5<sup>th</sup> Avenue South  
Naples, FL 34102

All notices from the GRANTEE to the COUNTY shall be in writing and deemed duly served if mailed by registered or certified mail to the COUNTY to:

Jack Wert, Tourism Director  
Collier County Tourism Department  
2800 N. Horseshoe Drive  
Naples, Florida 34104

The GRANTEE and the COUNTY may change the above mailing address at any time upon giving the other party written notification pursuant to this Section.

9. NO PARTNERSHIP: Nothing herein contained shall be construed as creating a partnership between the COUNTY and the GRANTEE, or its vendors or subcontractors, or to constitute the GRANTEE, or its vendors or subcontractors, as an agent or employee of the COUNTY.

10. COOPERATION: GRANTEE shall fully cooperate with the COUNTY in all matters pertaining to this Agreement and shall provide all information and documentation requested by the COUNTY from time to time pertaining to the use of any funds provided hereunder.

11. TERMINATION:

(a) The COUNTY or the GRANTEE may cancel this Agreement with or without cause by giving thirty (30) days advance written notice of such termination specifying the effective date of termination.

(b) If the COUNTY terminates this Agreement, the COUNTY will pay the GRANTEE for all expenditures or contractual obligations incurred by GRANTEE, with subcontractors and vendors, up to the effective date of the termination so long as such expenses are eligible.

12. GENERAL ACCOUNTING: GRANTEE is required to maintain complete and accurate accounting records. All revenue related to the Agreement must be recorded, and all expenditures must be incurred within the term of this Agreement.

13. AVAILABILITY OF FUNDS: This agreement is subject to the availability of Tourist Development Tax revenues. If for any reason tourist tax funds are not available to fund all or part of this agreement, the COUNTY may upon written notice, at any time during the term of this agreement, and at its sole discretion, reduce or eliminate funding under this agreement.

14. AVAILABILITY OF RECORDS: GRANTEE shall maintain records, books, documents, papers and financial information pertaining to work performed under this Agreement for a period of three (3) years. GRANTEE agrees that the COUNTY, or any of its duly authorized representatives, shall, until the expiration of three (3) years after final payment under this Agreement, have access to, and the right to examine and photocopy any pertinent books, documents, papers, and records of GRANTEE involving any transactions related to this Agreement.

15. PROHIBITION OF ASSIGNMENT: GRANTEE shall not assign, convey, or transfer in whole or in part its interest in this Agreement without the prior written consent of the COUNTY.

16. TERM: This Agreement shall become effective on October 1, 2012 and shall remain effective for one year until September 30, 2013. If the project is not completed within the term of this agreement, all unreleased funds shall be retained by the COUNTY. Any extension of

this agreement beyond the one (1) year term in order to complete the Project must be at the express consent of the Collier County Board of County Commissioners.

17. The GRANTEE must request any extension of this term in writing at least sixty (60) days prior to the expiration of this Agreement, and the COUNTY may agree by amendment to this Agreement to extend the term for an additional ninety (90) days.

18. EVALUATION OF TOURISM IMPACT: GRANTEE shall monitor and evaluate the tourism impact of the Project, explaining how the tourism impact was evaluated, providing a written report to the Tourism Director or his designee, along with a final budget analysis by October 15, 2013.

19. REQUIRED NOTATION: All promotional literature and all print, broadcast and on-line media advertising must prominently list Collier County and the Tourist Development Council as a source of funds to read “A cooperative effort funded by the Collier County Tourist Development Tax” and/or display the CVB logo and website address [www.paradisecoast.com](http://www.paradisecoast.com) to qualify for reimbursement.

20. AMENDMENTS: This Agreement may only be amended by mutual written agreement of the parties, after review by the Collier County Tourist Development Council if warranted.

IN WITNESS WHEREOF, the GRANTEE and COUNTY have respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

ATTEST:  
DWIGHT E. BROCK, Clerk

\_\_\_\_\_

Approved as to form and  
legal sufficiency

\_\_\_\_\_  
Colleen M. Greene  
Assistant County Attorney

WITNESSES:

(1) \_\_\_\_\_

\_\_\_\_\_  
Printed/Typed Name

(2) \_\_\_\_\_

\_\_\_\_\_  
Printed/Typed Name

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

By: \_\_\_\_\_  
FRED W. COYLE, Chairman

GRANTEE:

OLD NAPLES WATERFRONT ASSOCIATION,  
INC.

BY: \_\_\_\_\_

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
Printed/Typed Title



## EXHIBIT "B"

# Collier County Tourist Development Council Interim Status Report

EVENT NAME: \_\_\_\_\_

REPORT DATE: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

=====

**On an attached sheet, answer the following questions to identify the status of the project.**

**INTERIM** – These questions will identify the current status of the project. After the TDC staff reviews this Interim Status Report, if they feel you are behind schedule on the planning stages, they will make recommendations to help get the project stay on schedule.

Has the planning of this project started?

At what point are you at with the planning stage for this project?

(Percent of completion)

Will any hotels/motels be utilized to support this project?

If so, how many hotel room nights will be utilized?

What is the total dollar amount to date of matching contributions?

What is the status of the advertising and promotion for this project?

Have you submitted any advertisements or printed pieces to the TDC staff for approval?

Please supply a sample and indicate the ad schedule.

How has the public interest for this project been up to this point?

**EXHIBIT "C"**

**Collier County Tourist Development Council  
Final Status Report**

**EVENT NAME:** \_\_\_\_\_

**REPORT DATE:** \_\_\_\_\_

**ORGANIZATION:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

=====

**On an attached sheet, answer the following questions for each element in your scope of work.**

**Final** – These questions should be answered for your final status report.

Was this a first time project? If not, how many times has this event taken place?

What hotels/motels were utilized to support the project and how many?

What is the total economic impact and revenue generated for this event?

Total expenses. **(Have all vendors been paid?)**

List the vendors that have been paid, if not, what invoices are still outstanding and why?

What is the number of participants that visited the project?

What is the percentage of the total participants from out of Collier County?

What problems occurred if any during the project event?

List any out-of-county- advertising, marketing, and/or public relations that was used to support the project and attach samples.

How could the project been improved or expanded?

EXHIBIT "D"

REQUEST FOR FUNDS  
COLLIER COUNTY TOURIST DEVELOPMENT COUNCIL

EVENT NAME \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ TELEPHONE ( ) \_\_\_\_\_

REQUEST PERIOD FROM \_\_\_\_\_ TO \_\_\_\_\_

REQUEST# \_\_\_\_\_

( ) INTERIM REPORT ( ) FINAL REPORT

TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_

<u>EXPENSE</u>	<u>BUDGET</u>	<u>REIMBURSEMENT REQUESTED</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTALS	_____	_____

NOTE: Reimbursement of funds must stay within the confines of the Project Expenses outlined in your application. Copies of paid invoices, cancelled checks, tear sheets, printed samples or other backup information to substantiate payment must accompany request for funds. The following will not be accepted for payments: statements in place of invoices; checks or invoices not dated; tear sheets without date, company or organizations name. A tear sheet is required for each ad for each day or month of publication. A proof of an ad will not be accepted.

For each request for payment, Grantee is required to submit verification in writing that all subcontractors and vendors have been paid for work and materials previously performed or received prior to receipt of any further payments.

If project budget has specific categories with set dollar limits, the Grantee is required to include a spreadsheet to show which category each invoice is being paid from and total of category before payment can be made to Grantee. Organizations receiving funding should take into consideration that it will take a maximum of 45 days for the County to process a check.

Furnishing false information may constitute a violation of applicable State and Federal laws. CERTIFICATION OF FINANCIAL OFFICER: I certify that the above information is correct based on our official accounting system and records, consistently applied and maintained and that the cost shown have been made for the purpose of and in accordance with, the terms of the contract. The funds requested are for reimbursement of actual cost made during this time period.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

**EXHIBIT "E"**



**VISITOR QUESTIONNAIRE**

Welcome to the Paradise Coast <sup>SM</sup>. Thank you for choosing this area for your visit. Please take a few minutes to complete the following questions so that we can better serve the needs of future visitors to Florida's Last Paradise <sup>SM</sup>. PLEASE REFER TO OUR PARADISE COAST BROCHURES FOR THE LOCATION OF ALL AREA ATTRACTIONS.

**NAME:**

**ADDRESS:** \_\_\_\_\_ **CITY** \_\_\_\_\_ **ST** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**DATE OF ARRIVAL:** \_\_\_\_\_ **DATE OF DEPARTURE:** \_\_\_\_\_

**WHERE ARE YOU STAYING?** **HOTEL/RESORT** \_\_\_\_\_ **FRIENDS/FAMILY** \_\_\_\_\_ **CONDOMINIUM** \_\_\_\_\_

**NAME OF HOTEL AND CITY/AREA:** \_\_\_\_\_

**NAME OF CONDOMINIUM/TIMESHARE:** \_\_\_\_\_

**# OF ROOMS OCCUPIED x NUMBER OF NIGHTS STAYING IN COLLIER COUNTY =** \_\_\_\_\_

**HOW DID YOU SELECT THE HOTEL/CONDOMINIUM?**

**INTERNET ( )** \_\_\_\_\_ **YOUR CHOICE ( )** \_\_\_\_\_ **TRAVEL AGENT ( )** \_\_\_\_\_

**OTHER:** \_\_\_\_\_

**NUMBER OF MEALS YOU & YOUR GROUP WILL EAT OUT:**

Number of people in your party = \_\_\_\_\_

Number of days of your visit = \_\_\_\_\_

Number of meals eaten out each day = \_\_\_\_\_

**PLANNED AREA ACTIVITIES: (Please circle all that apply)**

**ARTS & CULTURE**

- von Liebig Art Center
- Naples Museum of Art
- Sugden Theatre
- Naples Philharmonic
- Art Galleries

Other \_\_\_\_\_

**WATER SPORTS**

- Beaches
- Naples Pier
- Shelling
- Fishing
- Boating
- Kayaking

Other \_\_\_\_\_

**NATURE**

- Everglades Tour
- County Parks
- National Park
- State Parks
- Corkscrew Swamp
- Conservancy of SW FL
- Lake Trafford

Other \_\_\_\_\_

**FAMILY ATTRACTIONS**

- Naples Zoo
- Naples Botanical Garden
- Fun 'n Sun Water Park
- Swamp Buggy Race
- Mini Golf
- King Richard's Fun Park
- County Museums

Other \_\_\_\_\_

**SHOPPING AND DINING**

- Fifth Avenue South
- Third Street South
- Waterside Shops
- Venetian Bay
- Bayfront
- Tin City
- Prime Outlets

Other \_\_\_\_\_

**SIGHTSEEING**

- Lunch/Dinner Cruise/
- Sunset Cruise
- City Trolley Tour
- Everglades Tour
- Segway Tour
- Dolphin Cruise

Other \_\_\_\_\_

**RELAXATION & ENTERTAINMENT**

- Golf
- Spa
- Shelling
- Seminole Casino
- Lounges & Clubs
- Music

Other \_\_\_\_\_

**EXHIBIT "F"**

**Old Naples Waterfront Association, Inc.  
Project Budget**

**Funding – Not to Exceed**

Out of County Advertising and Marketing  
Expenses

\$13,000

**Total:**

**\$13,000**

**2013 TOURISM AGREEMENT BETWEEN  
COLLIER COUNTY AND THE SOUTHWEST FLORIDA HOLOCAUST MUSEUM,  
INC. d/b/a HOLOCAUST MUSEUM OF SOUTHWEST FLORIDA**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Southwest Florida Holocaust Museum, Inc. d/b/a Holocaust Museum of Southwest Florida, a Florida not-for-profit corporation, hereinafter referred to as “GRANTEE” and Collier County, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY”.

WHEREAS, the COUNTY has adopted a Tourist Development Plan (hereinafter referred to as “Plan”) funded by proceeds from the Tourist Development Tax; and

WHEREAS, the Collier County Tourism Ordinance provides that certain of the revenues generated by the Tourist Development Tax are to be allocated to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote museums owned and operated by not-for-profit organizations and open to the public; and

WHEREAS, GRANTEE has applied to the Tourist Development Council and the County to use Tourist Development Tax funds for GRANTEE’S out of county marketing expenses; and

WHEREAS, the Tourist Development Council has recommended funding for GRANTEE’S out of county advertising and promotional expenditures to promote visitation to the museum; and

WHEREAS, the Board of County Commissioners has made a finding that GRANTEE qualifies as a museum; and

WHEREAS, the Collier County Board of County Commissioners has approved the funding request of the GRANTEE and the Chairman was authorized to execute the Tourism Agreement.

NOW, THEREFORE, BASED UPON THE MUTUAL COVENANTS AND PREMISES PROVIDED HEREIN, AND OTHER VALUABLE CONSIDERATION, IT IS MUTUALLY AGREED AS FOLLOWS:

1. SCOPE OF WORK:

(a) In accordance with the authorized expenditures as set forth in the Budget, attached hereto as Exhibit “F”, the GRANTEE shall expend the funds for the promotion of GRANTEE’S marketing (hereinafter “the Project”).

2. PAYMENT:

(a) The amount to be paid under this Agreement shall be a total of Fifty Thousand Dollars (\$50,000). GRANTEE shall be paid in accordance with the fiscal procedures of the County for the expenditures incurred as described in Paragraph One (1) herein upon submittal of a Request for Funds on the form attached hereto as Exhibit "D" and made a part hereof, and shall submit vendor invoices, copies of credit card receipts and statements and two-sided copies of cancelled checks, on-line bill pay transaction registers or other acceptable evidence of payment, original tear sheets of print ads showing publication name and date, affidavit of broadcast dates and times, screenshots of on-line ads showing date of capture, or samples of printed materials to the Tourism Director or his designee, for review and upon verification by letter from the GRANTEE that the services or work performed as described in the invoice have been completed or that the goods have been received and that all vendors have been paid. Should these documents be unavailable, the GRANTEE may submit other legally viable evidence of payment subject to review and approval by the Clerk's office.

(b) The Tourism Director, or his designee, shall determine that the invoice payments are authorized and that the goods or services covered by such invoice[s] have been provided or performed in accordance with such authorization. The budget attached as Exhibit "F" shall constitute authorization for the expenditure[s] described in the invoice[s].

(c) All expenditures shall be made in conformity with this Agreement.

(d) The COUNTY shall not pay GRANTEE until the Clerk of the Board of County Commissioners pre-audits all payment invoices in accordance with law.

(e) GRANTEE shall be paid for its actual costs, not to exceed the maximum amount budgeted pursuant to the attached "Exhibit F".

(f) Expenditures with publications, broadcast and brochure distribution with circulation or reach outside Collier County over fifty percent (50%) of the total will be acceptable for reimbursement at full value based on a statement from the publisher, broadcaster or distributor attesting to that circulation percentage.

(g) Invoices for prepayment or for deposit on services will not be eligible for reimbursement.

(h) Services or product must be delivered and paid for by GRANTEE between the effective dates of this agreement.

(i) All requests for reimbursement must be received by September 30, 2013 to be eligible for payment.

3. ELIGIBLE EXPENDITURES:

(a) Only eligible expenditures described in Paragraph One (1) will be paid by COUNTY.

(b) COUNTY agrees to pay eligible expenditures incurred between October 1, 2012 and September 30, 2013.

(c) Any expenditures paid by COUNTY which are later deemed to be ineligible expenditures shall be repaid to COUNTY within thirty (30) days of COUNTY's written request to repay said funds.

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PROPERTY DAMAGE LIABILITY \$300,000 each claim per person

PERSONAL INJURY LIABILITY \$300,000 each claim per person

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY – Statutory

(c) The Certificate of Insurance must be delivered to the Tourism Director or his designee with copies of the Agreement executed by GRANTEE. The GRANTEE shall not commence promotional or advertising activities which are to be funded pursuant to this Agreement until the Certificate of Insurance has been received by the COUNTY and the Agreement is fully executed.



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(a) GRANTEE shall provide to County an interim status report on the form attached hereto as Exhibit "B" no later than March 30, 2012 whether or not a Request for Funds is submitted.

(b) GRANTEE shall provide to County a final status report on the form attached hereto as Exhibit "C" no later than October 15, 2012.

(c) Each report shall identify the economic impact generated by the GRANTEE through the use of reports (Exhibits "B", and "C") which identify the amount spent, the duties performed, the services provided, and the goods delivered since the previous reporting period.

(d) GRANTEE shall take reasonable measures to assure the continued satisfactory performance of all vendors and subcontractors.

(e) COUNTY may withhold any interim or final payments for failure of GRANTEE to provide the interim status report or final status report until the County receives the interim status report or final status report or other report acceptable to the Tourism Director.

(f) GRANTEE shall request that visitors to the Holocaust Museum of Southwest Florida complete the visitor questionnaire attached to this Agreement as Exhibit "E". All completed visitor questionnaires shall be maintained in accordance with Paragraph Thirteen (13) of this Agreement.

6. CHOICE OF VENDORS AND FAIR DEALING:

(a) GRANTEE may select vendors or subcontractors to provide services as described in Paragraph One (1).

(b) COUNTY shall not be responsible for paying vendors and shall not be involved in the selection of subcontractors or vendors.

(c) GRANTEE agrees to disclose any financial or other relationship between GRANTEE and any subcontractors or vendors, including, but not limited to, similar or related employees, agents, officers, directors and/or shareholders.

(d) COUNTY may, in its discretion, object to the reasonableness of expenditures and require payment if invoices have been paid under this Agreement for unreasonable expenditures. The reasonableness of the expenditures shall be based on industry standards.

7. INDEMNIFICATION:

GRANTEE shall indemnify and hold harmless Collier County, its agents, officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the GRANTEE or anyone employed or utilized by the GRANTEE in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

8. NOTICES:

All notices from the COUNTY to the GRANTEE shall be in writing and deemed duly served if mailed by registered or certified mail to the GRANTEE at the following address:

Fred Hirschovits, President  
Holocaust Museum of Southwest Florida  
4760 Tamiami Trail North, Suite 7  
Naples, Florida 34103

All notices from the GRANTEE to the COUNTY shall be in writing and deemed duly served if mailed by registered or certified mail to the COUNTY to:

Jack Wert, Tourism Director  
Collier County Tourism Department  
2800 N. Horseshoe Drive  
Naples, Florida 34104

The GRANTEE and the COUNTY may change the above mailing address at any time upon giving the other party written notification pursuant to this Section.

9. NO PARTNERSHIP: Nothing herein contained shall be construed as creating a partnership between the COUNTY and the GRANTEE, or its vendors or subcontractors, or to constitute the GRANTEE, or its vendors or subcontractors, as an agent or employee of the COUNTY.

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11. TERMINATION:

(a) The COUNTY or the GRANTEE may cancel this Agreement with or without cause by giving thirty (30) days advance written notice of such termination specifying the effective date of termination.

(b) If the COUNTY terminates this Agreement, the COUNTY will pay the GRANTEE for all expenditures or contractual obligations incurred by GRANTEE, with subcontractors and vendors, up to the effective date of the termination so long as such expenses are eligible.

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15. PROHIBITION OF ASSIGNMENT: GRANTEE shall not assign, convey, or transfer in whole or in part its interest in this Agreement without the prior written consent of the COUNTY.

16. TERM: This Agreement shall become effective on October 1, 2012 and shall remain effective for one year until September 30, 2013. If the project is not completed within the term of this agreement, all unreleased funds shall be retained by the COUNTY. Any extension of

this agreement beyond the one (1) year term in order to complete the Project must be at the express consent of the Collier County Board of County Commissioners.

17. The GRANTEE must request any extension of this term in writing at least sixty (60) days prior to the expiration of this Agreement, and the COUNTY may agree by amendment to this Agreement to extend the term for an additional ninety (90) days.

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19. REQUIRED NOTATION: All promotional literature and all print, broadcast and on-line media advertising must prominently list Collier County and the Tourist Development Council as a source of funds to read “A cooperative effort funded by the Collier County Tourist Development Tax” and/or display the CVB logo and website address [www.paradisecoast.com](http://www.paradisecoast.com) to qualify for reimbursement.

20. AMENDMENTS: This Agreement may only be amended by mutual written agreement of the parties, after review by the Collier County Tourist Development Council if warranted.

\* \* \*

IN WITNESS WHEREOF, the GRANTEE and COUNTY have respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

ATTEST:  
DWIGHT E. BROCK, Clerk

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

\_\_\_\_\_

By: \_\_\_\_\_  
FRED W. COYLE, Chairman

Approved as to form and  
legal sufficiency

\_\_\_\_\_  
Colleen M. Greene  
Assistant County Attorney

WITNESSES:

GRANTEE:

(1) \_\_\_\_\_

SOUTHWEST FLORIDA HOLOCAUST  
MUSEUM, INC. d/b/a HOLOCAUST MUSEUM  
OF SOUTHWEST FLORIDA

\_\_\_\_\_  
Printed/Typed Name

(2) \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
Printed/Typed Title

## EXHIBIT "B"

# Collier County Tourist Development Council Interim Status Report

EVENT NAME: \_\_\_\_\_

REPORT DATE: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

---

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***On an attached sheet, answer the following questions to identify the status of the project.***

**INTERIM** – These questions will identify the current status of the project. After the TDC staff reviews this Interim Status Report, if they feel you are behind schedule on the planning stages, they will make recommendations to help get the project stay on schedule.

Has the planning of this project started?

At what point are you at with the planning stage for this project? (Percent of completion)

Will any hotels/motels be utilized to support this project?

If so, how many hotel room nights will be utilized?

What is the total dollar amount to date of matching contributions?

What is the status of the advertising and promotion for this project?

Have you submitted any advertisements or printed pieces to the TDC staff for approval? Please supply a sample and indicate the ad schedule.

How has the public interest for this project been up to this point?

**EXHIBIT "C"**

**Collier County Tourist Development Council  
Final Status Report**

**EVENT NAME:** \_\_\_\_\_

**REPORT DATE:** \_\_\_\_\_

**ORGANIZATION:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

=====

**On an attached sheet, answer the following questions for each element in your scope of work.**

**Final** – These questions should be answered for your final status report.

Was this a first time project? If not, how many times has this event taken place?

What hotels/motels were utilized to support the project and how many?

What is the total economic impact and revenue generated for this event?

Total expenses. **(Have all vendors been paid?)**

List the vendors that have been paid, if not, what invoices are still outstanding and why?

What is the number of participants that visited the project?

What is the percentage of the total participants from out of Collier County?

What problems occurred if any during the project event?

List any out-of-county- advertising, marketing, and/or public relations that was used to support the project and attach samples.

How could the project been improved or expanded?

EXHIBIT "D"

REQUEST FOR FUNDS

COLLIER COUNTY TOURIST DEVELOPMENT COUNCIL

EVENT NAME \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ TELEPHONE ( ) \_\_\_\_\_

REQUEST PERIOD FROM \_\_\_\_\_ TO \_\_\_\_\_ REQUEST # \_\_\_\_\_

( ) INTERIM REPORT ( ) FINAL REPORT

TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_

<u>EXPENSE</u>	<u>BUDGET</u>	<u>REIMBURSEMENT REQUESTED</u>
_____	_____	_____
_____	_____	_____
TOTALS	_____	_____

NOTE: Reimbursement of funds must stay within the confines of the Project Expenses outlined in your application. Copies of paid invoices, cancelled checks, tear sheets, printed samples or other backup information to substantiate payment must accompany request for funds. The following will not be accepted for payments: statements in place of invoices; checks or invoices not dated; tear sheets without date, company or organizations name. A tear sheet is required for each ad for each day or month of publication. A proof of an ad will not be accepted.

For each request for payment, Grantee is required to submit verification in writing that all subcontractors and vendors have been paid for work and materials previously performed or received prior to receipt of any further payments.

If project budget has specific categories with set dollar limits, the Grantee is required to include a spreadsheet to show which category each invoice is being paid from and total of category before payment can be made to Grantee. Organizations receiving funding should take into consideration that it will take a maximum of 45 days for the County to process a check.

Furnishing false information may constitute a violation of applicable State and Federal laws.

CERTIFICATION OF FINANCIAL OFFICER: I certify that the above information is correct based on our official accounting system and records, consistently applied and maintained and that the cost shown have been made for the purpose of and in accordance with, the terms of the contract. The funds requested are for reimbursement of actual cost made during this time period.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_



**EXHIBIT "E"**



**VISITOR QUESTIONNAIRE**

Welcome to the Paradise Coast <sup>SM</sup>. Thank you for choosing this area for your visit. Please take a few minutes to complete the following questions so that we can better serve the needs of future visitors to Florida's Last Paradise <sup>SM</sup>. PLEASE REFER TO OUR PARADISE COAST BROCHURES FOR THE LOCATION OF ALL AREA ATTRACTIONS.

**NAME:**

**ADDRESS:** \_\_\_\_\_ **CITY** \_\_\_\_\_ **ST** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**DATE OF ARRIVAL:** \_\_\_\_\_ **DATE OF DEPARTURE:** \_\_\_\_\_

**WHERE ARE YOU STAYING?**  
 \_\_\_\_\_ **HOTEL/RESORT** \_\_\_\_\_ **FRIENDS/FAMILY** \_\_\_\_\_ **CONDOMINIUM** \_\_\_\_\_

**NAME OF HOTEL AND CITY/AREA:** \_\_\_\_\_

**NAME OF CONDOMINIUM/TIMESHARE:** \_\_\_\_\_

**# OF ROOMS OCCUPIED x NUMBER OF NIGHTS STAYING IN COLLIER COUNTY =** \_\_\_\_\_

**HOW DID YOU SELECT THE HOTEL/CONDOMINIUM?**

**INTERNET ( )** \_\_\_\_\_ **YOUR CHOICE ( )** \_\_\_\_\_ **TRAVEL AGENT ( )** \_\_\_\_\_

**OTHER:** \_\_\_\_\_

**NUMBER OF MEALS YOU & YOUR GROUP WILL EAT OUT:**

Number of people in your party = \_\_\_\_\_

Number of days of your visit = \_\_\_\_\_

Number of meals eaten out each day = \_\_\_\_\_

**PLANNED AREA ACTIVITIES: (Please circle all that apply)**

**ARTS & CULTURE**

- von Liebig Art Center
- Naples Museum of Art
- Sugden Theatre
- Naples Philharmonic
- Art Galleries

Other \_\_\_\_\_

**WATER SPORTS**

- Beaches
- Naples Pier
- Shelling
- Fishing
- Boating
- Kayaking

Other \_\_\_\_\_

**NATURE**

- Everglades Tour
- County Parks
- National Park
- State Parks
- Corkscrew Swamp
- Conservancy of SW FL
- Lake Trafford

Other \_\_\_\_\_

**FAMILY ATTRACTIONS**

- Naples Zoo
- Naples Botanical Garden
- Fun 'n Sun Water Park
- Swamp Buggy Race
- Mini Golf
- King Richard's Fun Park
- County Museums

Other \_\_\_\_\_

**SHOPPING AND DINING**

- Fifth Avenue South
- Third Street South
- Waterside Shops
- Venetian Bay
- Bayfront
- Tin City
- Prime Outlets

Other \_\_\_\_\_

**SIGHTSEEING**

- Lunch/Dinner Cruise/
- Sunset Cruise
- City Trolley Tour
- Everglades Tour
- Segway Tour
- Dolphin Cruise

Other \_\_\_\_\_

**RELAXATION & ENTERTAINMENT**

- Golf
- Spa
- Shelling
- Seminole Casino
- Lounges & Clubs
- Music

Other \_\_\_\_\_

**EXHIBIT "F"**

**Holocaust Museum of Southwest Florida  
Project Budget**

**Funding – Not to Exceed**

Out of County Advertising, Production and Marketing Expenses  
to include:

Television, Radio, Print, On-Line, Tourism Industry Association  
Memberships, Website Updates

**Total:**

**\$50,000**

**2013 TOURISM AGREEMENT BETWEEN  
COLLIER COUNTY AND NAPLES ART ASSOCIATION, INC. d/b/a THE VON  
LIEBIG ART CENTER**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between Naples Art Association, Inc. d/b/a The von Liebig Art Center, a Florida not-for-profit corporation, hereinafter referred to as “GRANTEE” and Collier County, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY”.

WHEREAS, the COUNTY has adopted a Tourist Development Plan (hereinafter referred to as “Plan”) funded by proceeds from the Tourist Development Tax; and

WHEREAS, the Collier County Tourism Ordinance provides that certain of the revenues generated by the Tourist Development Tax are to be allocated to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote museums owned and operated by not-for-profit organizations and open to the public; and

WHEREAS, GRANTEE has applied to the Tourist Development Council and the County to use Tourist Development Tax funds for GRANTEE’S marketing expenses to promote exhibits and festivals to attract visitors and enhance the quality of life for area residents; and

WHEREAS, The Tourist Development Council has recommended funding for GRANTEE’S out of market advertising expenditures for the promotion of major shoulder and summer season upcoming exhibitions, festivals and special events to attract visitors; and

WHEREAS, the Board of County Commissioners has made a finding that GRANTEE qualifies as a museum; and

WHEREAS, The Collier County Board of County Commissioners has approved the funding request of the GRANTEE and the Chairman was authorized to execute the Tourism Agreement.

NOW, THEREFORE, BASED UPON THE MUTUAL COVENANTS AND PREMISES PROVIDED HEREIN, AND OTHER VALUABLE CONSIDERATION, IT IS MUTUALLY AGREED AS FOLLOWS:

1. SCOPE OF WORK:

(a) In accordance with the authorized expenditures as set forth in the Budget, attached hereto as Exhibit "F", the GRANTEE shall expend the funds for the promotion of GRANTEE'S marketing (hereinafter "the Project").

2. PAYMENT:

(a) The amount to be paid under this Agreement shall be a total of Sixty Thousand and No Hundred Dollars (\$60,000). GRANTEE shall be paid in accordance with the fiscal procedures of the County for the expenditures incurred as described in Paragraph One (1) herein upon submittal of a Request for Funds on the form attached hereto as Exhibit "D" and made a part hereof, and shall submit vendor invoices, copies of credit card receipts and statements and two-sided copies of cancelled checks, on-line bill pay transaction registers or other acceptable evidence of payment and performance, original tear sheets of print ads showing publication name and date, affidavit of broadcast dates and times, screen shots of on-line ads showing date of capture, or samples of printed materials to the Tourism Director, or his designee, for review and upon verification by letter from the GRANTEE that the services or work performed as described in the invoice have been completed or that the goods have been received and that all vendors have been paid. Should these documents be unavailable, the GRANTEE may submit other legally viable evidence of payment subject to review and approval by the Clerk's office.

(b) The Tourism Director, or his designee, shall determine that the invoice payments are authorized and that the goods or services covered by such invoice[s] have been provided or performed in accordance with such authorization. The budget attached as Exhibit "F" shall constitute authorization for the expenditure[s] described in the invoice[s].

(c) All expenditures shall be made in conformity with this Agreement.

(d) The COUNTY shall not pay GRANTEE until the Clerk of the Board of County Commissioners pre-audits all payment invoices in accordance with law.

(e) GRANTEE shall be paid for its actual costs, not to exceed the maximum amount budgeted pursuant to the attached "Exhibit F".

(f) Expenditures with publications, broadcast and brochure distribution with circulation or reach outside Collier County over fifty percent (50%) of the total will be acceptable for reimbursement at full value based on a statement from the publisher, broadcaster or distributor attesting to that circulation percentage.

(g) Invoices for prepayment or for deposit on services will not be eligible for reimbursement.

(h) Services or product must be delivered and paid for by GRANTEE between the effective dates of this agreement.

(i) All requests for reimbursement must be received by September 30, 2013 to be eligible for payment.

### 3. ELIGIBLE EXPENDITURES:

(a) Only eligible expenditures described in Paragraph One (1) will be paid by COUNTY.

(b) COUNTY agrees to pay eligible expenditures incurred between October 1, 2012 and September 30, 2013.

(c) Any expenditures paid by COUNTY which are later deemed to be ineligible expenditures shall be repaid to COUNTY within thirty (30) days of COUNTY's written request to repay said funds.

(d) COUNTY may request repayment of funds for a period of up to three (3) years after termination of this Agreement or any extension or renewal thereof.

### 4. INSURANCE:

(a) GRANTEE shall submit a Certificate of Insurance naming the Collier County Board of County Commissioners and the Tourist Development Council as additional insureds.

(b) The certificate of insurance must be valid for the duration of this Agreement, and be issued by a company licensed in the State of Florida, and provide General Liability Insurance for no less than the following amounts:

BODILY INJURY LIABILITY \$300,000 each claim per person

PROPERTY DAMAGE LIABILITY \$300,000 each claim per person

PERSONAL INJURY LIABILITY \$300,000 each claim per person

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY – Statutory

(c) The Certificate of Insurance must be delivered to the Tourism Director or his designee with copies of the Agreement executed by GRANTEE. The GRANTEE shall not commence promotional or advertising activities which are to be funded pursuant to this Agreement until the Certificate of Insurance has been received by the COUNTY and the Agreement is fully executed.

5. REPORTING REQUIREMENTS:

(a) GRANTEE shall provide to County an interim status report on the form attached hereto as Exhibit "B" no later than March 30, 2013 whether or not a Request for Funds is submitted.

(b) GRANTEE shall provide to County a final status report on the form attached hereto as Exhibit "C" no later than October 15, 2013.

(c) Each report shall identify the economic impact generated by the GRANTEE through the use of reports (Exhibits "B" and "C") which identify the amount spent, the duties performed, the services provided, and the goods delivered since the previous reporting period.

(d) GRANTEE shall take reasonable measures to assure the continued satisfactory performance of all vendors and subcontractors.

(e) COUNTY may withhold any interim or final payments for failure of GRANTEE to provide the interim status report or final status report until the County receives the interim status report or final status report or other report acceptable to the Tourism Director.

(f) GRANTEE shall request that visitors to The von Liebig Art Center complete the visitor questionnaire attached to this Agreement as Exhibit "E". All completed visitor questionnaires shall be maintained in accordance with Section 13 of this Agreement.

6. CHOICE OF VENDORS AND FAIR DEALING:

(a) GRANTEE may select vendors or subcontractors to provide services as described in Paragraph One (1).

(b) COUNTY shall not be responsible for paying vendors and shall not be involved in the selection of subcontractors or vendors.

(c) GRANTEE agrees to disclose any financial or other relationship between GRANTEE and any subcontractors or vendors, including, but not limited to, similar or related employees, agents, officers, directors and/or shareholders.

(d) COUNTY may, in its discretion, object to the reasonableness of expenditures and require payment if invoices have been paid under this Agreement for unreasonable expenditures. The reasonableness of the expenditures shall be based on industry standards.

7. INDEMNIFICATION:

GRANTEE shall indemnify and hold harmless Collier County, its agents, officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the GRANTEE or anyone employed or utilized by the GRANTEE in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

8. NOTICES:

All notices from the COUNTY to the GRANTEE shall be in writing and deemed duly served if mailed by registered or certified mail to the GRANTEE at the following address:

Joel Kessler, Executive Director/CEO  
The von Liebig Art Center  
585 Park Street  
Naples, Florida 34102

All notices from the GRANTEE to the COUNTY shall be in writing and deemed duly served if mailed by registered or certified mail to the COUNTY to:

Jack Wert, Tourism Director  
Collier County Tourism Department

2800 N. Horseshoe Drive  
Naples, Florida 34104

The GRANTEE and the COUNTY may change the above mailing address at any time upon giving the other party written notification pursuant to this Section.

9. PARTNERSHIP: Nothing herein contained shall be construed as creating a partnership between the COUNTY and the GRANTEE, or its vendors or subcontractors, or to constitute the GRANTEE, or its vendors or subcontractors, as an agent or employee of the COUNTY.

10. COOPERATION: GRANTEE shall fully cooperate with the COUNTY in all matters pertaining to this Agreement and shall provide all information and documentation requested by the COUNTY from time to time pertaining to the use of any funds provided hereunder.

11. TERMINATION:

(a) The COUNTY or the GRANTEE may cancel this Agreement with or without cause by giving thirty (30) days advance written notice of such termination specifying the effective date of termination.

(b) If the COUNTY terminates this Agreement, the COUNTY will pay the GRANTEE for all expenditures or contractual obligations incurred by GRANTEE, with subcontractors and vendors, up to the effective date of the termination so long as such expenses are eligible.

12. GENERAL ACCOUNTING: GRANTEE is required to maintain complete and accurate accounting records. All revenue related to the Agreement must be recorded, and all expenditures must be incurred within the term of this Agreement.

13. AVAILABILITY OF FUNDS: This agreement is subject to the availability of Tourist Development Tax revenues. If for any reason tourist tax funds are not available to fund all or part of this agreement, the COUNTY may upon written notice, at any time during the term of this agreement, and at its sole discretion, reduce or eliminate funding under this agreement.



14. AVAILABILITY OF RECORDS: GRANTEE shall maintain records, books, documents, papers and financial information pertaining to work performed under this Agreement for a period of three (3) years. GRANTEE agrees that the COUNTY, or any of its duly authorized representatives, shall, until the expiration of three (3) years after final payment under this Agreement, have access to, and the right to examine and photocopy any pertinent books, documents, papers, and records of GRANTEE involving any transactions related to this Agreement.

15. PROHIBITION OF ASSIGNMENT: GRANTEE shall not assign, convey, or transfer in whole or in part its interest in this Agreement without the prior written consent of the COUNTY.

16. TERM: This Agreement shall become effective on October 1, 2012 and shall remain effective for one year until September 30, 2013. If the project is not completed within the term of this agreement, all unreleased funds shall be retained by the COUNTY. Any extension of this agreement beyond the one (1) year term in order to complete the Project must be at the express consent of the Collier County Board of County Commissioners.

17. The GRANTEE must request any extension of this term in writing at least sixty (60) days prior to the expiration of this Agreement, and the COUNTY may agree by amendment to this Agreement to extend the term for an additional ninety (90) days.

18. EVALUATION OF TOURISM IMPACT: GRANTEE shall monitor and evaluate the tourism impact of the Project, explaining how the tourism impact was evaluated, providing a written report to the Tourism Director or his designee, along with a final budget analysis by October 15, 2013.

19. REQUIRED NOTATION: All promotional literature and all print, broadcast and on-line media advertising must prominently list Collier County and the Tourist Development Council as a source of funds to read "A cooperative effort funded by the Collier County Tourist Development Tax"; and/or display the CVB logo and website address [www.paradisecoast.com](http://www.paradisecoast.com) to qualify for reimbursement.

20. AMENDMENTS: This Agreement may only be amended by mutual written agreement of the parties, after review by the Collier County Tourist Development Council if warranted.

\* \* \*

IN WITNESS WHEREOF, the GRANTEE and COUNTY have respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

ATTEST:  
DWIGHT E. BROCK, Clerk

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

\_\_\_\_\_

By: \_\_\_\_\_  
FRED COYLE, Chairman

Approved as to form and  
legal sufficiency

\_\_\_\_\_  
Colleen M. Greene  
Assistant County Attorney

WITNESSES:

GRANTEE:

(1) \_\_\_\_\_

NAPLES ART ASSOCIATION, INC. d/b/a  
THE VON LIEBIG ART CENTER

\_\_\_\_\_  
Printed/Typed Name

(2) \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
Printed/Typed Title

## EXHIBIT "B"

# Collier County Tourist Development Council Interim Status Report

EVENT NAME: \_\_\_\_\_

REPORT DATE: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

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***On an attached sheet, answer the following questions to identify the status of the project.***

**INTERIM** – These questions will identify the current status of the project. After the TDC staff reviews this Interim Status Report, if they feel you are behind schedule on the planning stages, they will make recommendations to help get the project stay on schedule.

Has the planning of this project started?

At what point are you at with the planning stage for this project? (Percent of completion)

Will any hotels/motels be utilized to support this project?

If so, how many hotel room nights will be utilized?

What is the total dollar amount to date of matching contributions?

What is the status of the advertising and promotion for this project?

Have you submitted any advertisements or printed pieces to the TDC staff for approval? Please supply a sample and indicate the ad schedule.

How has the public interest for this project been up to this point?

**EXHIBIT "C"**

**Collier County Tourist Development Council  
Final Status Report**

**EVENT NAME:** \_\_\_\_\_

**REPORT DATE:** \_\_\_\_\_

**ORGANIZATION:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

=====

**On an attached sheet, answer the following questions for each element in your scope of work.**

**Final** – These questions should be answered for your final status report.

Was this a first time project? If not, how many times has this event taken place?

What hotels/motels were utilized to support the project and how many?

What is the total direct economic impact and revenue generated from this event?

Total expenses. **(Have all vendors been paid?)**

List the vendors that have been paid, if not, what invoices are still outstanding and why?

What is the number of participants that visited the project?

What is the percentage of the total participants from out of Collier County?

What problems occurred if any during the project event?

List any out-of-county- advertising, marketing, and/or public relations that was used to support the project and attach samples.

How could the project been improved or expanded?

EXHIBIT "D"

REQUEST FOR FUNDS

COLLIER COUNTY TOURIST DEVELOPMENT COUNCIL

EVENT NAME \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ TELEPHONE ( ) \_\_\_\_\_

REQUEST PERIOD FROM \_\_\_\_\_ TO \_\_\_\_\_ REQUEST # \_\_\_\_\_

( ) INTERIM REPORT ( ) FINAL REPORT

TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_

<u>EXPENSE</u>	<u>BUDGET</u>	<u>REIMBURSEMENT REQUESTED</u>
_____	_____	_____
_____	_____	_____
TOTALS	_____	_____

NOTE: Reimbursement of funds must stay within the confines of the Project Expenses outlined in your application. Copies of paid invoices, cancelled checks, tear sheets, printed samples or other backup information to substantiate payment must accompany request for funds. The following will not be accepted for payments: statements in place of invoices; checks or invoices not dated; tear sheets without date, company or organizations name. A tear sheet is required for each ad for each day or month of publication. A proof of an ad will not be accepted.

For each request for payment, Grantee is required to submit verification in writing that all subcontractors and vendors have been paid for work and materials previously performed or received prior to receipt of any further payments.

If project budget has specific categories with set dollar limits, the Grantee is required to include a spreadsheet to show which category each invoice is being paid from and total of category before payment can be made to Grantee. Organizations receiving funding should take into consideration that it will take a maximum of 45 days for the County to process a check.

Furnishing false information may constitute a violation of applicable State and Federal laws.

CERTIFICATION OF FINANCIAL OFFICER: I certify that the above information is correct based on our official accounting system and records, consistently applied and maintained and that the cost shown have been made for the purpose of and in accordance with, the terms of the contract. The funds requested are for reimbursement of actual cost made during this time period.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

**EXHIBIT "E"**



**VISITOR QUESTIONNAIRE**

Welcome to the Paradise Coast <sup>SM</sup>. Thank you for choosing this area for your visit. Please take a few minutes to complete the following questions so that we can better serve the needs of future visitors to Florida's Last Paradise <sup>SM</sup>. PLEASE REFER TO OUR PARADISE COAST BROCHURES FOR THE LOCATION OF ALL AREA ATTRACTIONS.

**NAME:**

**ADDRESS:** \_\_\_\_\_ **CITY** \_\_\_\_\_ **ST** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**DATE OF ARRIVAL:** \_\_\_\_\_ **DATE OF DEPARTURE:** \_\_\_\_\_

**WHERE ARE YOU STAYING?**  
 \_\_\_\_\_ **HOTEL/RESORT** \_\_\_\_\_ **FRIENDS/FAMILY** \_\_\_\_\_ **CONDOMINIUM** \_\_\_\_\_

**NAME OF HOTEL AND CITY/AREA:** \_\_\_\_\_

**NAME OF CONDOMINIUM/TIMESHARE:** \_\_\_\_\_

**# OF ROOMS OCCUPIED x NUMBER OF NIGHTS STAYING IN COLLIER COUNTY =** \_\_\_\_\_

**HOW DID YOU SELECT THE HOTEL/CONDOMINIUM?**

**INTERNET ( )** \_\_\_\_\_ **YOUR CHOICE ( )** \_\_\_\_\_ **TRAVEL AGENT ( )** \_\_\_\_\_

**OTHER:** \_\_\_\_\_

**NUMBER OF MEALS YOU & YOUR GROUP WILL EAT OUT:**

Number of people in your party = \_\_\_\_\_

Number of days of your visit = \_\_\_\_\_

Number of meals eaten out each day = \_\_\_\_\_

**PLANNED AREA ACTIVITIES: (Please circle all that apply)**

**ARTS & CULTURE**

- von Liebig Art Center
- Naples Museum of Art
- Sugden Theatre
- Naples Philharmonic
- Art Galleries
- Other \_\_\_\_\_

**WATER SPORTS**

- Beaches
- Naples Pier
- Shelling
- Fishing
- Boating
- Kayaking
- Other \_\_\_\_\_

**NATURE**

- Everglades Tour
- County Parks
- National Park
- State Parks
- Corkscrew Swamp
- Conservancy of SW FL
- Lake Trafford
- Other \_\_\_\_\_

**FAMILY ATTRACTIONS**

- Naples Zoo
- Naples Botanical Garden
- Fun 'n Sun Water Park
- Swamp Buggy Race
- Mini Golf
- King Richard's Fun Park
- County Museums
- Other \_\_\_\_\_

**SHOPPING AND DINING**

- Fifth Avenue South
- Third Street South
- Waterside Shops
- Venetian Bay
- Bayfront
- Tin City
- Prime Outlets
- Other \_\_\_\_\_

**SIGHTSEEING**

- Lunch/Dinner Cruise/
- Sunset Cruise
- City Trolley Tour
- Everglades Tour
- Segway Tour
- Dolphin Cruise
- Other \_\_\_\_\_

**RELAXATION & ENTERTAINMENT**

- Golf
- Spa
- Shelling
- Seminole Casino
- Lounges & Clubs
- Music
- Other \_\_\_\_\_

**EXHIBIT "F"**

**Naples Art Association, Inc. d/b/a  
The von Liebig Art Center**

**Project Budget**

Out of County Advertising and Marketing Expenses to include:

Major Festival and Event Advertising, Print and Mailings

**Total Funding – Not to Exceed:**

**\$60,000**

**2013 TOURISM AGREEMENT BETWEEN  
COLLIER COUNTY AND THE NAPLES MUSEUM OF ART, INC.**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the Naples Museum of Art, Inc., a Florida not-for-profit corporation, hereinafter referred to as “GRANTEE” and Collier County, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY”.

WHEREAS, the COUNTY has adopted a Tourist Development Plan (hereinafter referred to as “Plan”) funded by proceeds from the Tourist Development Tax; and

WHEREAS, the Collier County Tourism Ordinance provides that certain of the revenues generated by the Tourist Development Tax are to be allocated to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote museums owned and operated by not-for-profit organizations and open to the public; and

WHEREAS, GRANTEE has applied to the Tourist Development Council and the County to use Tourist Development Tax funds for GRANTEE’S out of county marketing expenses; and

WHEREAS, the Tourist Development Council has recommended funding for GRANTEE’S out of county advertising and promotional expenditures to promote visitation to the museum; and

WHEREAS, the Board of County Commissioners has made a finding that GRANTEE qualifies as a museum; and

WHEREAS, the Collier County Board of County Commissioners has approved the funding request of the GRANTEE and the Chairman was authorized to execute the Tourism Agreement.

NOW, THEREFORE, BASED UPON THE MUTUAL COVENANTS AND PREMISES PROVIDED HEREIN, AND OTHER VALUABLE CONSIDERATION, IT IS MUTUALLY AGREED AS FOLLOWS:

1. SCOPE OF WORK:

(a) In accordance with the authorized expenditures as set forth in the Budget, attached hereto as Exhibit “F”, the GRANTEE shall expend the funds for the promotion of GRANTEE’S marketing (hereinafter “the Project”).

2. PAYMENT:



(a) The amount to be paid under this Agreement shall be a total of Twenty Five Thousand Dollars (\$25,000). GRANTEE shall be paid in accordance with the fiscal procedures of the County for the expenditures incurred as described in Paragraph One (1) herein upon submittal of a Request for Funds on the form attached hereto as Exhibit "D" and made a part hereof, and shall submit vendor invoices, copies of credit card receipts and statements and two-sided copies of cancelled checks, on-line bill pay transaction registers or other acceptable evidence of payment, original tear sheets of print ads showing publication name and date, affidavit of broadcast dates and times, screenshots of on-line ads showing date of capture, or samples of printed materials to the Tourism Director or his designee, for review and upon verification by letter from the GRANTEE that the services or work performed as described in the invoice have been completed or that the goods have been received and that all vendors have been paid. Should these documents be unavailable, the GRANTEE may submit other legally viable evidence of payment subject to review and approval by the Clerk's office.

(b) The Tourism Director, or his designee, shall determine that the invoice payments are authorized and that the goods or services covered by such invoice[s] have been provided or performed in accordance with such authorization. The budget attached as Exhibit "F" shall constitute authorization for the expenditure[s] described in the invoice[s].

(c) All expenditures shall be made in conformity with this Agreement.

(d) The COUNTY shall not pay GRANTEE until the Clerk of the Board of County Commissioners pre-audits all payment invoices in accordance with law.

(e) GRANTEE shall be paid for its actual costs, not to exceed the maximum amount budgeted pursuant to the attached "Exhibit F".

(f) Expenditures with publications, broadcast and brochure distribution with circulation or reach outside Collier County over fifty percent (50%) of the total will be acceptable for reimbursement at full value based on a statement from the publisher, broadcaster or distributor attesting to that circulation percentage.

(g) Invoices for prepayment or for deposit on services will not be eligible for reimbursement.

(h) Services or product must be delivered and paid for by GRANTEE between the effective dates of this agreement.

(i) All requests for reimbursement must be received by September 30, 2013 to be eligible for payment.

3. ELIGIBLE EXPENDITURES:

(a) Only eligible expenditures described in Paragraph One (1) will be paid by COUNTY.

(b) COUNTY agrees to pay eligible expenditures incurred between October 1, 2012 and September 30, 2013.

(c) Any expenditures paid by COUNTY which are later deemed to be ineligible expenditures shall be repaid to COUNTY within thirty (30) days of COUNTY's written request to repay said funds.

(d) COUNTY may request repayment of funds for a period of up to three (3) years after termination of this Agreement or any extension or renewal thereof.

4. INSURANCE:

(a) GRANTEE shall submit a Certificate of Insurance naming the Collier County Board of County Commissioners and the Tourist Development Council as additional insureds.

(b) The certificate of insurance must be valid for the duration of this Agreement, and be issued by a company licensed in the State of Florida, and provide General Liability Insurance for no less than the following amounts:

BODILY INJURY LIABILITY \$300,000 each claim per person

PROPERTY DAMAGE LIABILITY \$300,000 each claim per person

PERSONAL INJURY LIABILITY \$300,000 each claim per person

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY – Statutory

(c) The Certificate of Insurance must be delivered to the Tourism Director or his designee with copies of the Agreement executed by GRANTEE. The GRANTEE shall not commence promotional or advertising activities which are to be funded pursuant to this Agreement until the Certificate of Insurance has been received by the COUNTY and the Agreement is fully executed.

5. REPORTING REQUIREMENTS:

(a) GRANTEE shall provide to County an interim status report on the form attached hereto as Exhibit "B" no later than March 30, 2013 whether or not a Request for Funds is submitted.

(b) GRANTEE shall provide to County a final status report on the form attached hereto as Exhibit "C" no later than October 15, 2013.

(c) Each report shall identify the economic impact generated by the GRANTEE through the use of reports (Exhibits "B", and "C") which identify the amount spent, the duties performed, the services provided, and the goods delivered since the previous reporting period.

(d) GRANTEE shall take reasonable measures to assure the continued satisfactory performance of all vendors and subcontractors.

(e) COUNTY may withhold any interim or final payments for failure of GRANTEE to provide the interim status report or final status report until the County receives the interim status report or final status report or other report acceptable to the Tourism Director.

(f) GRANTEE shall request that visitors to the Holocaust Museum of Southwest Florida complete the visitor questionnaire attached to this Agreement as Exhibit "E". All completed visitor questionnaires shall be maintained in accordance with Paragraph Thirteen (13) of this Agreement.

#### 6. CHOICE OF VENDORS AND FAIR DEALING:

(a) GRANTEE may select vendors or subcontractors to provide services as described in Paragraph One (1).

(b) COUNTY shall not be responsible for paying vendors and shall not be involved in the selection of subcontractors or vendors.

(c) GRANTEE agrees to disclose any financial or other relationship between GRANTEE and any subcontractors or vendors, including, but not limited to, similar or related employees, agents, officers, directors and/or shareholders.

(d) COUNTY may, in its discretion, object to the reasonableness of expenditures and require payment if invoices have been paid under this Agreement for unreasonable expenditures. The reasonableness of the expenditures shall be based on industry standards.

#### 7. INDEMNIFICATION:

GRANTEE shall indemnify and hold harmless Collier County, its agents, officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the GRANTEE or anyone employed or utilized by the GRANTEE in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

8. NOTICES:

All notices from the COUNTY to the GRANTEE shall be in writing and deemed duly served if mailed by registered or certified mail to the GRANTEE at the following address:

Kathleen van Bergen, CEO and President  
Philharmonic Center for the Arts / Naples Museum of Art  
5833 Pelican Bay Blvd.  
Naples, Florida 34108

All notices from the GRANTEE to the COUNTY shall be in writing and deemed duly served if mailed by registered or certified mail to the COUNTY to:

Jack Wert, Tourism Director  
Collier County Tourism Department  
2800 N. Horseshoe Drive  
Naples, Florida 34104

The GRANTEE and the COUNTY may change the above mailing address at any time upon giving the other party written notification pursuant to this Section.

9. NO PARTNERSHIP: Nothing herein contained shall be construed as creating a partnership between the COUNTY and the GRANTEE, or its vendors or subcontractors, or to constitute the GRANTEE, or its vendors or subcontractors, as an agent or employee of the COUNTY.

10. COOPERATION: GRANTEE shall fully cooperate with the COUNTY in all matters pertaining to this Agreement and shall provide all information and documentation requested by the COUNTY from time to time pertaining to the use of any funds provided hereunder.

11. TERMINATION:

(a) The COUNTY or the GRANTEE may cancel this Agreement with or without cause by giving thirty (30) days advance written notice of such termination specifying the effective date of termination.

(b) If the COUNTY terminates this Agreement, the COUNTY will pay the GRANTEE for all expenditures or contractual obligations incurred by GRANTEE, with subcontractors and vendors, up to the effective date of the termination so long as such expenses are eligible.

12. GENERAL ACCOUNTING: GRANTEE is required to maintain complete and accurate accounting records. All revenue related to the Agreement must be recorded, and all expenditures must be incurred within the term of this Agreement.

13. AVAILABILITY OF FUNDS: This agreement is subject to the availability of Tourist Development Tax revenues. If for any reason tourist tax funds are not available to fund all or part of this agreement, the COUNTY may upon written notice, at any time during the term of this agreement, and at its sole discretion, reduce or eliminate funding under this agreement.

14. AVAILABILITY OF RECORDS: GRANTEE shall maintain records, books, documents, papers and financial information pertaining to work performed under this Agreement for a period of three (3) years. GRANTEE agrees that the COUNTY, or any of its duly authorized representatives, shall, until the expiration of three (3) years after final payment under this Agreement, have access to, and the right to examine and photocopy any pertinent books, documents, papers, and records of GRANTEE involving any transactions related to this Agreement.

15. PROHIBITION OF ASSIGNMENT: GRANTEE shall not assign, convey, or transfer in whole or in part its interest in this Agreement without the prior written consent of the COUNTY.

16. TERM: This Agreement shall become effective on October 1, 2012 and shall remain effective for one year until September 30, 2013. If the project is not completed within the term of this agreement, all unreleased funds shall be retained by the COUNTY. Any extension of

this agreement beyond the one (1) year term in order to complete the Project must be at the express consent of the Collier County Board of County Commissioners.

17. The GRANTEE must request any extension of this term in writing at least sixty (60) days prior to the expiration of this Agreement, and the COUNTY may agree by amendment to this Agreement to extend the term for an additional ninety (90) days.

18. EVALUATION OF TOURISM IMPACT: GRANTEE shall monitor and evaluate the tourism impact of the Project, explaining how the tourism impact was evaluated, providing a written report to the Tourism Director or his designee, along with a final budget analysis by October 15, 2013.

19. REQUIRED NOTATION: All promotional literature and all print, broadcast and on-line media advertising must prominently list Collier County and the Tourist Development Council as a source of funds to read “A cooperative effort funded by the Collier County Tourist Development Tax” and/or display the CVB logo and website address [www.paradisecoast.com](http://www.paradisecoast.com) to qualify for reimbursement.

20. AMENDMENTS: This Agreement may only be amended by mutual written agreement of the parties, after review by the Collier County Tourist Development Council if warranted.

\* \* \*

IN WITNESS WHEREOF, the GRANTEE and COUNTY have respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

ATTEST:  
DWIGHT E. BROCK, Clerk

\_\_\_\_\_

Approved as to form and  
legal sufficiency

\_\_\_\_\_  
Colleen M. Greene  
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

By: \_\_\_\_\_  
FRED W. COYLE, Chairman

WITNESSES:

(1) \_\_\_\_\_  
\_\_\_\_\_  
Printed/Typed Name

(2) \_\_\_\_\_  
\_\_\_\_\_  
Printed/Typed Name

GRANTEE:

NAPLES MUSEUM OF ART, INC.

BY: \_\_\_\_\_  
\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
Printed/Typed Title

## EXHIBIT "B"

# Collier County Tourist Development Council Interim Status Report

EVENT NAME: \_\_\_\_\_

REPORT DATE: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

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***On an attached sheet, answer the following questions to identify the status of the project.***

**INTERIM** – These questions will identify the current status of the project. After the TDC staff reviews this Interim Status Report, if they feel you are behind schedule on the planning stages, they will make recommendations to help get the project stay on schedule.

Has the planning of this project started?

At what point are you at with the planning stage for this project? (Percent of completion)

Will any hotels/motels be utilized to support this project?

If so, how many hotel room nights will be utilized?

What is the total dollar amount to date of matching contributions?

What is the status of the advertising and promotion for this project?

Have you submitted any advertisements or printed pieces to the TDC staff for approval? Please supply a sample and indicate the ad schedule.

How has the public interest for this project been up to this point?



**EXHIBIT "C"**

**Collier County Tourist Development Council  
Final Status Report**

**EVENT NAME:** \_\_\_\_\_

**REPORT DATE:** \_\_\_\_\_

**ORGANIZATION:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

=====

**On an attached sheet, answer the following questions for each element in your scope of work.**

**Final** – These questions should be answered for your final status report.

Was this a first time project? If not, how many times has this event taken place?

What hotels/motels were utilized to support the project and how many?

What is the total economic impact and revenue generated for this event?

Total expenses. **(Have all vendors been paid?)**

List the vendors that have been paid, if not, what invoices are still outstanding and why?

What is the number of participants that visited the project?

What is the percentage of the total participants from out of Collier County?

What problems occurred if any during the project event?

List any out-of-county- advertising, marketing, and/or public relations that was used to support the project and attach samples.

How could the project been improved or expanded?

EXHIBIT "D"

REQUEST FOR FUNDS

COLLIER COUNTY TOURIST DEVELOPMENT COUNCIL

EVENT NAME \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ TELEPHONE ( ) \_\_\_\_\_

REQUEST PERIOD FROM \_\_\_\_\_ TO \_\_\_\_\_ REQUEST # \_\_\_\_\_

( ) INTERIM REPORT ( ) FINAL REPORT

TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_

<u>EXPENSE</u>	<u>BUDGET</u>	<u>REIMBURSEMENT REQUESTED</u>
_____	_____	_____
_____	_____	_____
TOTALS	_____	_____

NOTE: Reimbursement of funds must stay within the confines of the Project Expenses outlined in your application. Copies of paid invoices, cancelled checks, tear sheets, printed samples or other backup information to substantiate payment must accompany request for funds. The following will not be accepted for payments: statements in place of invoices; checks or invoices not dated; tear sheets without date, company or organizations name. A tear sheet is required for each ad for each day or month of publication. A proof of an ad will not be accepted.

For each request for payment, Grantee is required to submit verification in writing that all subcontractors and vendors have been paid for work and materials previously performed or received prior to receipt of any further payments.

If project budget has specific categories with set dollar limits, the Grantee is required to include a spreadsheet to show which category each invoice is being paid from and total of category before payment can be made to Grantee. Organizations receiving funding should take into consideration that it will take a maximum of 45 days for the County to process a check.

Furnishing false information may constitute a violation of applicable State and Federal laws.

CERTIFICATION OF FINANCIAL OFFICER: I certify that the above information is correct based on our official accounting system and records, consistently applied and maintained and that the cost shown have been made for the purpose of and in accordance with, the terms of the contract. The funds requested are for reimbursement of actual cost made during this time period.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

**EXHIBIT "E"**



**VISITOR QUESTIONNAIRE**

Welcome to the Paradise Coast <sup>SM</sup>. Thank you for choosing this area for your visit. Please take a few minutes to complete the following questions so that we can better serve the needs of future visitors to Florida's Last Paradise <sup>SM</sup>. PLEASE REFER TO OUR PARADISE COAST BROCHURES FOR THE LOCATION OF ALL AREA ATTRACTIONS.

**NAME:**

**ADDRESS:** \_\_\_\_\_ **CITY** \_\_\_\_\_ **ST** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**DATE OF ARRIVAL:** \_\_\_\_\_ **DATE OF DEPARTURE:** \_\_\_\_\_

**WHERE ARE YOU STAYING?**  
 \_\_\_\_\_ **HOTEL/RESORT** \_\_\_\_\_ **FRIENDS/FAMILY** \_\_\_\_\_ **CONDOMINIUM** \_\_\_\_\_

**NAME OF HOTEL AND CITY/AREA:** \_\_\_\_\_

**NAME OF CONDOMINIUM/TIMESHARE:** \_\_\_\_\_

**# OF ROOMS OCCUPIED x NUMBER OF NIGHTS STAYING IN COLLIER COUNTY =** \_\_\_\_\_

**HOW DID YOU SELECT THE HOTEL/CONDOMINIUM?**

**INTERNET ( )** \_\_\_\_\_ **YOUR CHOICE ( )** \_\_\_\_\_ **TRAVEL AGENT ( )** \_\_\_\_\_

**OTHER:** \_\_\_\_\_

**NUMBER OF MEALS YOU & YOUR GROUP WILL EAT OUT:**

Number of people in your party = \_\_\_\_\_

Number of days of your visit = \_\_\_\_\_

Number of meals eaten out each day = \_\_\_\_\_

**PLANNED AREA ACTIVITIES: (Please circle all that apply)**

**ARTS & CULTURE**

- von Liebig Art Center
- Naples Museum of Art
- Sugden Theatre
- Naples Philharmonic
- Art Galleries
- Other \_\_\_\_\_

**WATER SPORTS**

- Beaches
- Naples Pier
- Shelling
- Fishing
- Boating
- Kayaking
- Other \_\_\_\_\_

**NATURE**

- Everglades Tour
- County Parks
- National Park
- State Parks
- Corkscrew Swamp
- Conservancy of SW FL
- Lake Trafford
- Other \_\_\_\_\_

**FAMILY ATTRACTIONS**

- Naples Zoo
- Naples Botanical Garden
- Fun 'n Sun Water Park
- Swamp Buggy Race
- Mini Golf
- King Richard's Fun Park
- County Museums
- Other \_\_\_\_\_

**SHOPPING AND DINING**

- Fifth Avenue South
- Third Street South
- Waterside Shops
- Venetian Bay
- Bayfront
- Tin City
- Prime Outlets
- Other \_\_\_\_\_

**SIGHTSEEING**

- Lunch/Dinner Cruise/
- Sunset Cruise
- City Trolley Tour
- Everglades Tour
- Segway Tour
- Dolphin Cruise
- Other \_\_\_\_\_

**RELAXATION & ENTERTAINMENT**

- Golf
- Spa
- Shelling
- Seminole Casino
- Lounges & Clubs
- Music
- Other \_\_\_\_\_

**EXHIBIT "F"**

**Naples Museum of Art  
Project Budget**

**Funding – Not to Exceed**

Out of County Advertising and Marketing Expenses

**Total:**

**\$25,000**