



SANTA ROSA COUNTY BOARD OF COMMISSIONERS

Santa Rosa Administrative Offices
6495 Caroline Street, Suite M
Milton, Florida 32570-4592



JAYER WILLIAMSON, District 1
ROBERT A. "BOB" COLE, District 2
W. D. "DON" SALTER, District 3
ROB WILLIAMSON, District 4
R. LANE LYNCHARD, District

TONY GOMILLION, County Administrator
ROY V. ANDREWS, County Attorney
JAYNE BELL, OMB Director

MEMORANDUM

TO: Board of Commissioners

FROM: Tony Gomillion, County Administrator

DATE: March 7, 2016

SUBJECT: City of Gulf Breeze and TDC Inter-Local Agreement

DISCUSSION

Discussion of inter-local agreement with the City of Gulf Breeze for the sharing of Tourist Development Tax revenue generated in the City of Gulf Breeze

BACKGROUND

The City of Gulf Breeze has submitted an inter-local agreement for consideration along with other supporting information that is intended to replace a prior letter agreement dating back to at least 1997.

ACTIONS TO BE CONSIDERED

1. Approval of the inter-local agreement in its current form or as amended by the Board and City of Gulf Breeze.



City of Gulf Breeze

Office of City Manager

February 29, 2016

Tony Gomillion
County Administrator
6495 Caroline St, Suite M
Milton, FL 32570

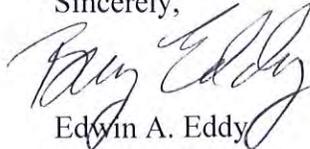
Dear Tony,

Attached is the latest draft of a proposed Interlocal Agreement between the City of Gulf Breeze and Santa Rosa County. This agreement memorializes the understanding between the parties which has been in place since 1999. Tourist Development Tax proceeds generated in the City have been collected by the County and 90% of these proceeds have been transmitted to the City. In this way, tourist development activities have been directly promoted within the City. The City has expended several times more in total funds on activities to promote tourism as a result of receiving the tourist development tax proceeds generated in the City.

We have also attached a draft of a budget for fiscal year 2016 which is contemplated by the interlocal agreement. Once the final FY 2016 tourist development tax budget is adopted by the City Council, we will provide it to you. We will provide quarterly updates to you and the County TDC on our expenditures and activities as compared to the budget.

Let me know if you need any additional information.

Sincerely,



Edwin A. Eddy
City Manager

EAE:lag

Cc: Mayor & City Council

**STATE OF FLORIDA
COUNTY OF SANTA ROSA**

**INTERLOCAL AGREEMENT BETWEEN SANTA ROSA COUNTY,
FLORIDA AND THE CITY OF GULF BREEZE, FLORIDA' RELATING TO
THE ALLOCATION AND THE EXPENDITURE OF TOURIST
DEVELOPMENT TAXES BY THE CITY OF GULF BREEZE**

THIS AGREEMENT is made this ____ day of ____, 2016, by and between the County of Santa Rosa, a political subdivision of the State of Florida, (hereinafter, the "County"), acting through its Board of County Commissioners, and the City of Gulf Breeze, Florida, a municipal corporation of the State of Florida ("Gulf Breeze"), acting through its City Council.

WITNESSETH:

WHEREAS, the County and Gulf Breeze are authorized by Florida law to enter into Interlocal Agreements; and

WHEREAS, a tourist development tax is levied pursuant to Section 125.0104, Florida Statutes to be used for specific tourist related purposes; and

WHEREAS, since 1997, at the request of businesses and residents in Gulf Breeze responsible for generating tourist development taxes, the County has agreed that ninety percent (90%) of the tourist development taxes generated by those businesses in Gulf Breeze should be spent in their geographic district for the purposes contemplated by the statute according to a budget therefor established by the City of Gulf Breeze.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the County and the Gulf Breeze agree as follows:

1. The County agrees that it will promptly remit to Gulf Breeze ninety percent (90%) of the tourist development taxes generated in Gulf Breeze.
2. Prior to October 1st of each year, Gulf Breeze agrees to annually adopt a separate budget for the use of tourist development taxes remitted by the County for specific tourist related purposes ("Budget") and submit the Budget to the County.
3. The City also agrees to provide to the County and the Santa Rosa County Tourist Development Council, at least quarterly, a report of all expenditures.

4. The term of this Agreement be indefinite, but may be terminated by either party at any time and for any reason upon thirty (30) days written notice to the other party.

5. This Agreement, after being properly executed by all parties named herein, shall become effective upon its filing with the Clerk of the Circuit Court of Santa Rosa County, Florida. Santa Rosa County shall be responsible for filing this Agreement upon receipt of the executed Agreement from Gulf Breeze.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Santa Rosa County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman and the City of Gulf Breeze, Florida, signing by and through its duly authorized Mayor.

**Board of County Commissioners
Santa Rosa County, Florida**

By: _____
Lane Lynchard, Chairman

ATTEST:

DONALD C. SPENCER
Clerk of the Circuit Court

Deputy Clerk

CITY OF GULF BREEZE, FLORIDA

[SEAL]

By: _____
Matt E. Dannheisser, Mayor

ATTEST:

By: _____
Stephanie D. Lucas, City Clerk

RESOLUTION NO. ____-16

**A RESOLUTION OF THE CITY OF GULF BREEZE APPROVING
A BUDGET FOR THE EXPENDITURE OF TOURIST DEVELOPMENT
TAXES FOR FY16**

WHEREAS, Santa Rosa County has established a Tourist Development Council (SRCTDC) in accordance with Florida Statute 125.0104 (the Statute); and

WHEREAS, the SRCTDC is charged with the responsibility of developing a "Tourist Development Plan" for Santa Rosa County; and

WHEREAS, the SRCTDC has determined that the City of Gulf Breeze (the City) can best allocate Tourist Development Tax (TDT) revenues for tourist development purposes in the City; and

WHEREAS, on _____, _____ 2016 the City and the Santa Rosa County Board of County Commissioners (BOCC) entered into an interlocal agreement regarding the expenditure of TDT funds; and

WHEREAS, the City Council of the City has determined that it should develop a tourist development budget for the expenditure of TDT revenues generated within the City in compliance with the Statute, in accordance with the interlocal agreement with the BOCC and in conjunction with local hotel and tourism interests; and

WHEREAS, the City Council hereby approved a plan for expenditure for FY16 and desires the TDC to continue to provide funds for this plan in accordance with the existing interlocal agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City Of Gulf Breeze, Florida, in Regular Session as follows:

1. That the City Council hereby approves the budget for the expenditure of TDT revenues for FY16, attached hereto as Exhibit A.
2. That the Santa Rosa County Tourist Development Council is hereby requested to provide funding for this budget from TDT revenues generated within the City of Gulf Breeze in accordance with the interlocal agreement between the City and Santa Rosa County.

PASSED AND ADOPTED by the City Council of the City of Gulf Breeze, Santa Rosa County, Florida on the _____ day of _____, 2016.

CITY OF GULF BREEZE

BY: _____
Matt E. Dannheisser, Mayor

ATTESTED

BY: _____
Leslie A. Guyer, City Clerk or
Stephanie D. Lucas, City Clerk

EXHIBIT A

DESCRIPTION	FY 16 PROPOSED BUDGET
TOURISM DEVELOPMENT REVENUES	
INTERLOCAL TOURIST DEVELOPMENT TAXES	<u>\$150,000</u>
TOTAL REVENUES	\$150,000
TOURIST DEVELOPMENT PLAN	
PROF & CONTRACT SERVICES CHAMBER OF COMMERCE TOURISM SUPPORT	\$15,000
ARTS FESTIVAL	\$6,000
MISCELLANEOUS CONTRACTUAL	<u>\$8,000</u>
SUBTOTAL	\$29,000
OPERATION & REPAIRS BEACH PARK FACILITIES MAINTENANCE	\$54,900
COMMUNITY CENTER MAINTENANCE	<u>\$56,000</u>
SUBTOTAL	\$110,900
CAPITAL EXPENDITURES CAPITAL PROJECTS	<u>\$0</u>
SUBTOTAL	\$0
DEBT SERVICE DEBT SERVICE - Principal	\$8,950
DEBT SERVICE - Interest	<u>\$15,730</u>
SUBTOTAL	\$24,680
TOTAL EXPENDITURES	<u>\$164,580</u>
TOTAL REVENUES	\$150,000
TOTAL EXPENDITURES	<u>\$164,580</u>
SURPLUS/-DEFICIT	<u>-\$14,580</u>