AGREEMENT FOR THE ECONOMIC IMPACT OF VISITORS STUDY

This AGREEMENT dated this _____ day of_____, 2004 by and between LEON COUNTY Florida, a Charter County and a political subdivision of the State of Florida, hereinafter referred to as the "County" and FLORIDA STATE UNIVERSITY hereinafter referred to as the "Contractor".

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of other governmental agencies when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

NOW, THEREFORE, the parties hereto agree as follows:

1. SCOPE OF WORK

The Contractor hereby agrees to provide the following services to the County: personal interviews with individuals at pre-determined sites to collect the following information:

- Visitor Origin
- Overnight/Day visitors
- Party size
- Willingness to return to Tallahassee
- Mode of Transportation
- What they enjoyed the most/least
- Primary trip destination
- Number of nights spent
- Trip Planning source
- Trip Purpose
- Estimate of total visitors for the year
- Accommodations type
- Average expenditure per party
- First time/repeat visitor
- How they heard of Tallahassee-Leon County?
- Activities participated while here
- Other (non-Leon County) attractions/activities visited
- Formula for the calculations of visitors
- Formula for the calculations of revenues

Approximately 150 completed interviews will be conducted monthly by trained interviewers. Specific responsibilities of Florida State University will include:

- Project Design
- Sample frame development
- Survey Design
- Survey Printing
- Data Collection
- Analysis
- Data Editing
- Data Coding
- Data Entry
- Programming
- Cross-tabulations
- Interpretation
- Monthly site selection
- Pre-Test
- Annual presentation to media
- Quarterly presentation
- Quarterly reports

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2. PROGRESS REPORTS

The Contractor agrees to provide quarterly reports to the County within sixty (60) days following the end of each quarter. A total of four (4) quarterly reports will be completed for this project for:

First Quarter: January, February, March	Third Quarter: July, August, September
Second Quarter: April, May, June	Fourth Quarter: October, November, December

Estimated economic impact and visitor estimates will be provided within 90 days following the end of each quarter. The principle investigator for this project is Mark A. Bonn, Ph.D., Dedman Professor in Service Management, School of Hospitality, FSU.

3. WORK

Any additional work to be performed shall be upon the written request of the County or its representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed. Any additional work which causes an increase in either time or dollars will necessitate an amendment to the contract to increase the contract sum and time executed by both parties.

4. TIME

The work to be performed under this contract shall commence upon the date written above and shall be completed twelve (12) months later.

5. CONTRACT SUM

The Contractor agrees that for the performance of services as outlined above, it shall be remunerated by the County for a total sum of $35,000 upon completion of the work and acceptance of it as satisfactory.

6. PAYMENTS

Payments will be made as follows:
October - monthly payment of $2,500; November - monthly payment of $2,500; Remaining monthly payments will be $3,000 for a total fixed sum of $35,000. The County will make such payments within thirty (30) days of submission and approval of invoices for services.

7. STATUS

The contractor at all times relevant to this agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of the County.

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8. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any license required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

9. ASSIGNMENTS

This contract shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contract assign any monies due or to become due to him hereunder without the written consent of the County.

10. HOLD HARMLESS

Each party hereby assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of that party and its officers, employees and agents thereof, and actions that are within the scope of their employment, in a manner consistent with Section 768.28, Florida Statutes.

Nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28 Florida Statutes. Nothing herein shall be construed as consent to be sued by third parties in any manner arising out of any contract.

11. TERMINATION

Either party may terminate this Agreement without cause by giving the other party hereto thirty (30) days written notice of termination. In the event the Contractor is unable to perform its obligation hereunder or services are not satisfactory, the County may terminate the Contract by giving 24 hours written notice specifying the date of termination. All notices of termination will be sent certified mail, return receipt requested.

12. PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list (s. 287.133(3) (D), F.S.) following a conviction for a public entity crime may not transact any business with the County in the excess of the amount provided in s. 287.017, F.S. for category two for period of 36 months from the date of being placed on the list. This includes submission of bids or proposals.

13. BUDGET

The performance of any obligations under this agreement shall be subject to and contingent upon availability of funds lawfully expendable for the purposes of this agreement for the current and future periods.

14. REVISIONS

In any case where, in fulfilling the requirements of this contract or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the Statement of Work, Contractor shall obtain the prior written consent of the County.

15. CONSTRUCTION

The validity, construction, and effect of this agreement shall be governed by the laws of the State of Florida.

Whereto, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

FLORIDA STATE UNIVERSITY

Office of Contracts & Grants

By: _____
Kirby Kemper
Vice President for Research

Date: _____

Principle Investigator: _____

Witness: _____

LEON COUNTY, FLORIDA

By: _____
Jane G. Sauls, Chairman
Board of County Commissioners

Date: _____

Witness: _____

ATTEST:
Bob Inzer, Clerk of the Court
Leon County, Florida

By: _____

Approved as to Form:
Leon County Attorney's Office

By: _____
Herbert W.A. Thiele, Esq.
County Attorney

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