

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Spring Break Sports, Inc.

DEPARTMENT: Tourism Development DIVISION: _____

Suzan K. Bunn

AUTHORIZED BY: Suzan K. Bunn CONTACT: Kathryn Townsend EXT. 2905

| | | | | |
|-----------------------|--|---|--|-----------------------------------|
| Agenda Date 1-13-2004 | Regular <input type="checkbox"/> | Consent <input checked="" type="checkbox"/> | Work Session <input type="checkbox"/> | Briefing <input type="checkbox"/> |
| | Public Hearing – 1:30 <input type="checkbox"/> | | Public Hearing – 7:00 <input type="checkbox"/> | |

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute Agreement between Seminole County and Spring Break Sports, Inc. in the amount of \$7,000.

BACKGROUND:

Spring Break Sports, Inc. brings men's and women's college tennis teams together for practice and competition. With an average projection of 375 out-of-town participants per week over four weeks the estimate economic impact to Seminole County is over \$525,000 combined with over 2,900 room nights. These spring break games will highlight Seminole County parks and facilities. Use of the Sanlando, Red Bug Lake and Lake Sylvan parks is being coordinated through the county staff.

Funding in the amount of \$7,000 is available and approved by the Tourist Development Council in the budget for FY 03-04.

| | |
|------------------------|--------------------|
| Reviewed by: | |
| Co Atty: | <i>[Signature]</i> |
| DFS: | <i>[Signature]</i> |
| Other: | |
| DCM: | <i>[Signature]</i> |
| CM: | <i>[Signature]</i> |
| File No. <u>CTD01-</u> | |

SPRING BREAK SPORTS, INC. AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and **SPRING BREAK SPORTS, INC.**, whose address is 8 Abbey Court, Haines City, Florida 33844, hereinafter referred to as "SPRING BREAK".

W I T N E S S E T H:

WHEREAS, the Florida State Legislature enacted *Section 125.0104, Florida Statutes*, known as the Local Option Tourist Development Act in response to the growing need of Florida counties to provide additional revenue sources for tourist development to stimulate the local economy; and

WHEREAS, the voters of Seminole County approved by referendum, the imposition of the Tourist Development Tax on transient rental accommodations in Seminole County; and

WHEREAS, the COUNTY, in coordination with the Tourist Development Council, appropriated Tourist Development Tax revenues to assist in advertising and promoting the Seminole County-based softball tournaments to promote tourism in Seminole County.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the COUNTY and SPRING BREAK agree as follows:

Section 1. Term. The term of this Agreement is from October 1, 2003, through September 30, 2004, the date of signature by the parties notwithstanding, unless earlier terminated, as provided herein.

Section 2. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than

thirty (30) days' written notice to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that SPRING BREAK fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by SPRING BREAK after SPRING BREAK has received notice of termination. Upon said termination, SPRING BREAK shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder.

Section 3. Services.

(a) SPRING BREAK shall use funds from this Agreement to promote and advertise Seminole County tourism as described in Exhibit "A," attached hereto and incorporated herein by reference.

(b) The Seminole County Convention and Visitors Bureau logo with telephone number and web site address must appear on all promotional material for which reimbursement will be requested.

(c) SPRING BREAK shall submit proposed advertisement and promotional copy to the COUNTY for review and approval prior to publication. Advertising and promotional copy that has not been approved by the COUNTY shall not be eligible for reimbursement.

(d) Promotional packages sent out by SPRING BREAK for the event must contain a list of Seminole County hotels provided by the Seminole County Convention and Visitors Bureau. No other hotel list may be included in the promotional packet. All such promotional packets must be approved by the COUNTY prior to distribution in order to qualify for reimbursement.

(e) SPRING BREAK is required to utilize the Event Questionnaire provided by the Seminole County Convention and Visitors Bureau. In order to qualify for reimbursement funds, SPRING BREAK must provide to the Seminole County Convention and Visitors Bureau a minimum number of

questionnaires. The minimum number of required questions must be equal to ten percent (10%) of the projected attendance at the event, as stated in the grant application, or one hundred fifty (150), whichever is greater. Incomplete or partial questionnaires will not count toward the refunded minimum number.

Failure to provide the required number of completed questionnaires or failure to utilize the required form questionnaire shall result in both non-reimbursement of approved funds, but shall also directly impact future qualifications for Tourist Development Tax funding.

(f) In order to qualify for reimbursement under this Agreement, SPRING BREAK must submit written proof of liability coverage to the COUNTY upon execution of this Agreement.

(g) COUNTY agrees to supply to SPRING BREAK for their use in the performance of this Agreement, television commercials and tapes, logsheets and telephone numbers for Seminole County promotion.

Section 4. Liability. COUNTY, its commissioners, officers, employees and agents shall not be deemed to assume any liability for the acts, omissions and negligence of SPRING BREAK, its officers, employees and agents in the performance of services provided hereunder and SPRING BREAK hereby agrees to fully and completely indemnify, insure and hold harmless the COUNTY from and against any liability, of whatsoever type or nature howsoever arising, relating, in any way, to the acts or omissions of SPRING BREAK and its officers, members, agents and employees.

Section 5. Billing and Payment. The COUNTY hereby agrees to provide funds to SPRING BREAK up to a maximum sum of SEVEN THOUSAND AND NO/100 DOLLARS (\$7,000.00). Said funds are reimbursable upon:

(a) Receipt by the COUNTY of a Request for Funds Form, attached hereto and incorporated herein as Exhibit "A," from SPRING BREAK requesting all or part of the above amount. The Request for Funds Form shall be completed properly with original invoices and copies of checks as documentation attached thereto. Such request by SPRING BREAK shall only be for services specifically provided for herein;

(b) Verification by the Seminole County Convention & Visitors Bureau Director that SPRING BREAK has placed by bid for which reimbursement is sought and has complied with the reporting requirements contained hereinafter;

(c) Payment requests shall be sent to:

Original: Director
Seminole County Convention & Visitors Bureau
1230 Douglas Avenue, Suite 116
Longwood, Florida 32779

Duplicate: Director, Department of Finance
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

Section 6. Reporting Requirements. In the performance of this Agreement, SPRING BREAK shall maintain books, records and accounts of all activities in compliance with normal accounting procedures. SPRING BREAK shall transmit and certify interim records with each Request for Funds form submitted to the COUNTY. Each Request for Funds form shall detail costs incurred as referenced in Exhibit "B". SPRING BREAK shall submit an interim Narrative Progress Report form, attached hereto and incorporated herein as Exhibit "C," with each Request for Funds form. Additionally, SPRING BREAK shall submit a final Narrative Progress Report form and a financial report within ninety (90) days of project completion or lapse or termination of this Agreement.

Section 7. Non-Allowable Costs. The purpose for which Tourist Development Tax grant funds are provided to SPRING BREAK shall not

duplicate programs for which monies have been received, committed or applied for from another source. The monies provided hereunder shall be expended only for the activities or purposes set forth in Exhibit "A". Non-reimbursable expenditures include, but are not limited to, legal, engineering, accounting, auditing, planning, marketing, feasibility studies or other consulting services; real property or capital improvements; interest reduction in deficits and loans; prize money, scholarships, awards, plaques or certificates; private entertainment, lodging, food and beverages; and wages, salaries, administrative or travel expenses other than those appearing, if any, in Exhibit "A".

Section 8. Unavailability of Funds. SPRING BREAK acknowledges that Tourist Development Tax revenues are the source of funding for this Agreement and that no other COUNTY revenues shall or may be utilized to meet the COUNTY's obligations hereunder. If, for whatever reason, the funds pledged by the COUNTY to this program should become unavailable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to SPRING BREAK as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by SPRING BREAK after SPRING BREAK has received such notice of termination. In the event there are any unused COUNTY funds, SPRING BREAK shall promptly refund those funds to the COUNTY, or otherwise use such funds as the COUNTY directs.

Section 9. Access to Records. SPRING BREAK shall allow the COUNTY, its duly authorized agent and the public access to such of SPRING BREAK's records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with Florida Statutes.

Section 10. Liaison. SPRING BREAK shall submit the originals of the Request for Funds form, the Narrative Progress Report form and any

other required reports or correspondence to the following:

Director
Seminole County Convention & Visitors Bureau
1230 Douglas Avenue, Suite 116
Longwood, Florida 32779

Section 11. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Director
Seminole County Convention & Visitors Bureau
1230 Douglas Avenue, Suite 116
Longwood, Florida 32779

For SPRING BREAK:

Spring Break Sports, Inc.
John D. Bellingham, President
8 Abbey Court
Haines City, Florida 33844

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

Section 12. Assignments. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

Section 13. Entire Agreement.

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

Section 14. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, SPRING BREAK shall abide by all

statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to SPRING BREAK as provided hereinabove.

Section 15. Conflict of Interest.

(a) SPRING BREAK agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government.

(b) SPRING BREAK hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in *Section 112.312(15), Florida Statutes*, as over 5%) either directly or indirectly, in the business of SPRING BREAK to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to *Section 216.347, Florida Statutes*, SPRING BREAK hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed on the day and year first above written.

ATTEST:

Paul Bellingham
PAUL BELLINGHAM, Secretary
(CORPORATE SEAL)

SPRING BREAK SPORTS, INC.
By: John E. Bellingham
JOHN E. BELLINGHAM, President
Date: 12/22/03

ATTEST:

Maryanne Morse
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney
County Attorney

AC/lpk
12/5/03
tourism-spring break sports

Attachments:

- Exhibit "A" - Project Expenses
- Exhibit "B" - Request For Funds Form
- Exhibit "C" - Narrative Progress Report Form

EXHIBIT "A"

PROJECT EXPENSES:

Intended Utilization of Tourist Tax Funds

| | | |
|----------------------------------|----|------|
| - ADVERTISING: INTERCOLLEGIATE | \$ | |
| TENNIS ASSN IIA | \$ | 3000 |
| - WEBSITE | \$ | 3000 |
| - PRINTING & POSTAGE/DIRECT MAIL | \$ | 1000 |
| | \$ | |
| | \$ | |

Total Tourism Funds: \$ 7000

Other Project Expenses

| | | |
|---------------------------------------|----|------|
| LABOR | \$ | 5000 |
| FOOD (\$ 25 pp x 3 x 45 Days) | \$ | 3375 |
| GAS (1200 per Week) | \$ | 800 |
| GENERAL SUPPLIES (Welcome Packet etc) | \$ | 2000 |
| TELEPHONE (CELL PHONE) | \$ | 1200 |
| TELEPHONES DURING EVENT | \$ | 600 |

Total Other Project Expenses \$ 12975

TOTAL PROJECT EXPENSES \$ 19975

Profit (Loss) \$ 38575

PROJECT BUDGET RECAP

INCOME SOURCES:

TOURIST DEVELOPMENT TAX REQUEST \$ 7000

ADDITIONAL FUNDING SOURCES (Seminole County cannot be sole source.)

SPRING BREAK SALES \$ 6050

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

TOTAL ADDITIONAL FUNDS \$ 6050

OTHER INCOME SOURCES

MATCH FEES \$ 20000

HOTEL COMMISSIONS \$ 20000

RENTAL CAR COMMISSION \$ 1500

T-SHIRTS \$ 4000

_____ \$ _____

_____ \$ _____

_____ \$ _____

TOTAL OTHER INCOME \$ 45500

TOTAL INCOME ALL SOURCES \$ 58550



EXHIBIT " B"

REQUEST FOR FUNDS

SEMINOLE COUNTY TOURISM DEVELOPMENT
1230 DOUGLAS AVENUE, #112, LONGWOOD FL 32778

EVENT NAME _____

ORGANIZATION _____

ADDRESS _____

CONTACT PERSON _____ TELEPHONE _____

REQUEST PERIOD FROM _____ TO _____

REQUEST# _____

() INTERIM REPORT () FINAL REPORT

TOTAL CONTRACT AMOUNT \$ _____

Table with 3 columns: EXPENSE, BUDGET, REIMBURSEMENT REQUESTED. Includes a row for 'TOTALS'.

NOTE: 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 B



INSTRUCTIONS FOR COMPLETING THE REQUEST FOR FUNDS FORM

FUNDS CAN ONLY BE REIMBURSED WHEN THIS FORM IS SUBMITTED to Contracts Manager at Seminole County Tourism Development Department. Allow at least 30 days for reimbursement. If this form is not completed correctly and/or required documentation is not attached, reimbursement will be delayed or denied.

- EVENT NAME:** The name of the event for which your organization is requesting reimbursement (if applicable)
- ORGANIZATION:** Your organization name
- ADDRESS:** The address the reimbursement check should be sent
- CONTRACT PERSON:** The person who is responsible for the request
- TELEPHONE NUMBER:** The number of the contact person
- REQUEST PERIOD:** Beginning and ending date of the request period
- CONTRACT AMOUNT:** The total of the contract with Seminole County
- REQUEST #:** The sequential number of this request
- INTERIM/FINAL:** Indicate the type of request
- EXPENSE:** The category of the expense for which you are requesting reimbursement
- BUDGET:** The amount budgeted for that expense from Exhibit "A" of the contract
- REIMBURSEMENT:** Amount you are requesting for reimbursement
- TOTALS:** Enter total for each column
- CERTIFICATION:** Name, title and date certifying officer of your organization signed request

Exhibit B Instructions



EXHIBIT "C"

NARRATIVE PROGRESS REPORT

SEMINOLE COUNTY TOURISM DEVELOPMENT
1230 DOUGLAS AVENUE #116, LONGWOOD FL 32779

REPORT PERIOD FROM TO

ORGANIZATION NAME

EVENT NAME

ADDRESS

CONTACT PHONE

() INTERIM

() FINAL REPORT

Please describe below the status of your event, including the final completion date and status of each of the promotional elements for which you will be requesting reimbursement (refer to Exhibit "A"). Use additional sheets if necessary.

Please indicate the total expenditures your organization plans to make in Seminole County, such as advertising and promotion, for this event.

(For Final Report only)

Please indicate the economic impact generated by your event:

#of Hotels used

#of Hotel room nights

#of out-of-town participants

#of out-of-town fans

#of out-of-town media

EXHIBIT C



INSTRUCTIONS FOR COMPLETING NARRATIVE PROGRESS REPORTS

A Narrative Progress Report is required with every Request for Funds. These reports should be submitted to the Contracts Manager of the Tourism Development office. A Final Report which reviews the results of the entire project must be completed and included with your final request for funds.

The Narrative Progress Report should be completed as follows:

REPORTING PERIOD: Indicate the period the report covers

INTERIM FINAL Indicate the report you are submitting

Answer the questions as completely as possible. For an interim report, use projections. For a final report please use actual figures.

Please call the Tourism Development office Contracts Manager (407) 665-2905 if you have any questions in completing the report.

EXHIBIT C INSTRUCTIONS