

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: 2004 ASA National Championship Event Agreement (Central Florida Sports Commission (CFSC))

DEPARTMENT: Tourism Development **DIVISION:** _____

AUTHORIZED BY: Sally A. Sherman **CONTACT:** Kathryn Townsend **EXT.** 2905

Agenda Date 2-11-03 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"/>
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MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute Agreement between Seminole County and the Central Florida Sports Commission for the 2004 ASA National Championship Event in the amount not to exceed \$12,000.

BACKGROUND:

The Central Florida Sports Commission is seeking approval to receive funding in the amount not to exceed \$12,000 to host a 3-day event in September 2004 at the Seminole County Softball Complex. It is anticipated that over 1,300 participants that includes the players, fans and five out-of-town media representatives. Economic impact for Seminole County is estimated at over \$433,369.

The Central Florida Sports Commission and Seminole County have a long history of sponsoring and promoting national softball tournaments. The partnership between the CFSC, Seminole County Parks and Recreation and Tourism guarantees a quality event.

Funding in the amount of \$12,000 is available and approved in the Tourism Development budget for FY 02-03.

Reviewed by: Co Atty: <u>MS</u> DFS: _____ Other: _____ DCM: _____ CM: <u>KS</u> File No. <u>CTD01</u>

2004 ASA NATIONAL CHAMPIONSHIP EVENT 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 **THE CENTRAL FLORIDA SPORTS COMMISSION**, a Florida municipal corporation, whose address is 126 East Lucerne Circle, Orlando, Florida 32801, hereinafter referred to as "CFSC".

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, *Section 125.0104, Florida Statutes*, provides that Tourist Development Tax Revenues may be used to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote publicly owned or operated convention centers, sports complex, sports arenas, coliseums or auditoriums within the boundaries of the COUNTY's special taxing district in which the tax is levied; and

WHEREAS, the Seminole County Softball Complex hereinafter referred to as "Complex," is a publicly owned and operated sports stadium within the boundaries of Seminole County, Florida; and

WHEREAS, the COUNTY, in coordination with the Tourist Development Council, appropriated Tourist Development Tax Revenues to promote and continue operation of the Complex for hosting the 2004 ASA National Championship Event, hereinafter referred to as "Events," to take place at the Complex; and

WHEREAS, the COUNTY desires CFSC to place the tournament guarantee to Host Communications in order to secure the Events for the Complex,

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

Section 1. Term. The term of this Agreement is from October 1, 2002, through September 30, 2003, 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 CFSC 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 CFSC after CFSC has received notice of termination. Upon said termination, CFSC shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder.

Section 3. Services. CFSC shall use funds from this Agreement to place the tournament guarantee to the Amateur Softball Association of America/USA Softball in order to secure the Events.

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 CFSC, its officers, employees and agents in the performance of services provided hereunder.

Section 5. Billing and Payment. The COUNTY hereby agrees to provide funds to CFSC up to a maximum sum of TWELVE THOUSAND AND NO/100 DOLLARS (\$12,000.00) for placement of the tournament guarantee as provided above. 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 CFSC 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 CFSC shall only be for the bid specifically provided for herein;

(b) Verification by the Seminole County Convention & Visitors Bureau Director that CFSC has placed the 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, CFSC shall maintain books, records and accounts of all activities in compliance with normal accounting procedures. Each Request for Funds Form shall detail costs incurred. CFSC shall submit an interim Narrative Progress Report Form, attached hereto and incorporated herein as Exhibit "B," with the Request for Funds Form. Additionally, CFSC 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 CFSC 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 this Agreement.

Section 8. Unavailability of Funds. CFSC 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 CFSC as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by CFSC after CFSC has received such notice of termination. In the event there are any unused COUNTY funds, CFSC shall promptly refund those funds to the COUNTY, or otherwise use such funds as the COUNTY directs.

Section 9. Access to Records. CFSC shall allow the COUNTY, its duly authorized agent and the public access to such of CFSC'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. CFSC shall submit the original copies of the Request for Funds forms, 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 CFSC:

The Central Florida Sports Commission
126 East Lucerne Circle
Orlando, Florida 32801

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, CFSC 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 CFSC as provided hereinabove.

Section 15. Conflict of Interest.

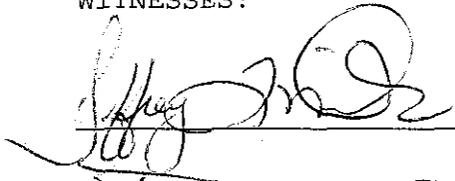
(a) CFSC agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics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

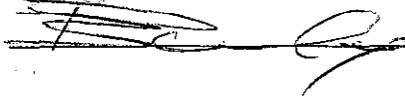
(b) CFSC hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in *Section 112.312(15), Florida Statutes*, as over 5%) either directly or indirectly, in the business of CFSC to be conducted here, and that no such person shall have any such interest at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

(c) Pursuant to *Section 216.347, Florida Statutes*, CFSC 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.

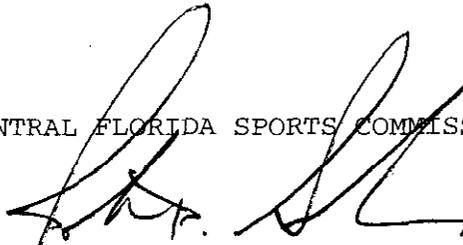
IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed on the day and year first above written.

WITNESSES:





THE CENTRAL FLORIDA SPORTS COMMISSION

By:  Executive Director
JOHN SABOOR, Chief Operating Officer
Date: 1/20/03

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

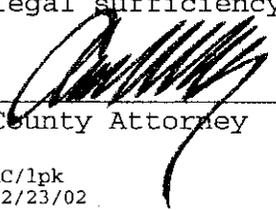
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

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



County Attorney

AC/lpk
12/23/02
ASA

Attachments:

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

EXHIBIT B
REQUEST FOR FUNDS FORM
SEMINOLE COUNTY TOURISM DEVELOPMENT
 1230 DOUGLAS AVENUE #112, LONGWOOD FL 32779

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: 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 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 costs made during this time period.

SIGNATURE _____ TITLE _____

INSTRUCTIONS FOR COMPLETING THE REQUEST FOR FUNDS FORM

FUNDS CAN ONLY BE REIMBURSED WHEN THIS FORM IS SUBMITTED to the Seminole County Tourism Development Department and it is completed correctly and required documentation attached. 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 your organization is requesting reimbursement (if applicable)

ORGANIZATION: Your organization name.

ADDRESS: The address the reimbursement check should be sent.

CONTACT 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 what type of request this is.

EXPENSE: The category of the expense 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: Type in name , title and date certifying officer of your organization signs request.

EXHIBIT "C"
NARRATIVE PROGRESS REPORT

SEMINOLE COUNTY TOURISM DEVELOPMENT
1230 DOUGLAS AVENUE #112, LONGWOOD FL 32779

REPORT PERIOD FROM _____ TO _____

ORGANIZATION NAME _____

EVENT NAME _____

ADDRESS _____

CONTACT _____ **PHONE** _____

INTERIM REPORT

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 _____

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of out-of-town media _____

INSTRUCTIONS FOR COMPLETING NARRATIVE PROGRESS REPORTS

A Narrative Progress Reports are required at least every three (3) months on your event, whether or not you are requesting a reimbursement for funds. These reports should be submitted to 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. At least one sample of each of the advertising or promotional materials should be submitted with the final report.

The Narrative Progress Report should be completed as follows:

REPORTING PERIOD: Indicate the period the report covers

INTERIM FINAL Indicate what 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 if you have any questions in completing the report. It is important that these reports be submitted in a timely manner so that reports to the Tourism Development Council on event progress may be made.

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File No. <u>CTD01</u>	

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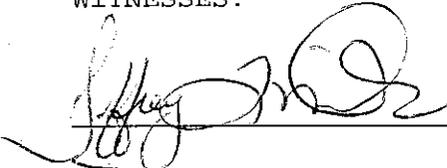
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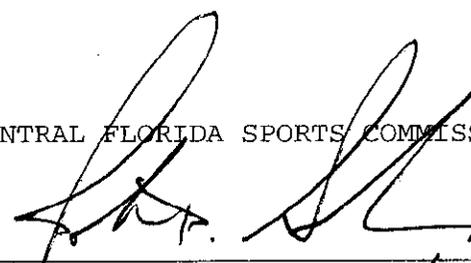
IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed on the day and year first above written.

WITNESSES:





THE CENTRAL FLORIDA SPORTS COMMISSION


By: _____ Executive Director
JOHN SABOOR, Chief Operating Officer

Date: 1/20/03

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

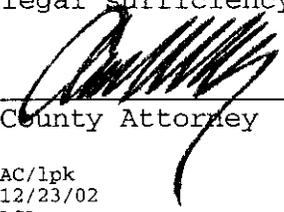
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

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



County Attorney

AC/lpk
12/23/02
ASA

Attachments:

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

EXHIBIT B
REQUEST FOR FUNDS FORM
SEMINOLE COUNTY TOURISM DEVELOPMENT
 1230 DOUGLAS AVENUE #112, LONGWOOD FL 32779

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: 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 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 costs made during this time period.

SIGNATURE _____ TITLE _____

INSTRUCTIONS FOR COMPLETING THE REQUEST FOR FUNDS FORM

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TELEPHONE NUMBER: The number of the contact person.

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CONTRACT AMOUNT: The total of the contract with Seminole County

REQUEST # : The sequential number of this request

INTERIM/FINAL: Indicate what type of request this is.

EXPENSE: The category of the expense 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: Type in name , title and date certifying officer of your organization signs request.

EXHIBIT "C"
NARRATIVE PROGRESS REPORT

SEMINOLE COUNTY TOURISM DEVELOPMENT
1230 DOUGLAS AVENUE #112, LONGWOOD FL 32779

REPORT PERIOD FROM _____ TO _____

ORGANIZATION NAME _____

EVENT NAME _____

ADDRESS _____

CONTACT _____ **PHONE** _____

INTERIM REPORT

FINAL REPORT

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