

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** World Sports and Marketing, LLC  
(2003 US Pro Wakeboard Tour Agreement)

**DEPARTMENT:** Tourism Development **DIVISION:** \_\_\_\_\_

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

<b>Agenda Date</b> 2-25-03	<b>Regular</b> <input type="checkbox"/>	<b>Consent</b> <input checked="" type="checkbox"/>	<b>Work Session</b> <input type="checkbox"/>	<b>Briefing</b> <input type="checkbox"/>
	<b>Public Hearing – 1:30</b> <input type="checkbox"/>		<b>Public Hearing – 7:00</b> <input type="checkbox"/>	

**MOTION/RECOMMENDATION:**

Approve and authorize Chairman to execute Agreement between Seminole County and World Sports and Marketing, LLC for the 2003 US Pro Wakeboard Tour in the amount of \$10,000.

**BACKGROUND:**

World Sports and Marketing provides world class entertainment in the form of competitive, televised, professional water skiing and wakeboarding events. The event Seminole County is sponsoring is the first stop in the 2003 US PRO Wakebaord Tour. With fans and participants estimated at over 8,000 people the direct economic to Seminole County is projected at \$955,855. To be held at Cranes Roost this event will be aired twice on ESPN2 giving Seminole County international coverage.

Funding in the amount of \$10,000 is available and approved in the Tourism Development budget for FY 02-03.

Reviewed by: _____
Co Atty: _____
DFS: <u>C. Hunter</u>
Other: _____
DCM: _____
CM: <u>KB</u>
<b>File No.</b> <u>CTD02-</u>
_____

**2003 US PRO WAKEBOARD TOUR 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 **WORLD SPORTS AND MARKETING, LLC**, duly authorized to conduct business in the State of Florida, whose address is 460 North Orlando Avenue, Suite 200, Winter Park, Florida 32789, hereinafter referred to as "SPORTS".

**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 advertise and promote the Seminole County based 2003 US Pro Wakeboard Tour, held on April 12-13, 2003, in markets throughout the State of Florida to promote tourism in Seminole County.

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements set forth herein, the COUNTY and SPORTS 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 SPORTS 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 SPORTS after SPORTS has received notice of termination. Upon said termination, SPORTS shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder.

**Section 3. Services.**

(a) SPORTS shall use funds from this Agreement to promote and advertise Seminole County tourism through the holding of the Seminole County-based 2003 US Pro Wakeboard Tour, 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) SPORTS 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 SPORTS 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) SPORTS is required to utilize the Event Questionnaire provided by the Seminole County Convention and Visitors Bureau. In order to qualify for reimbursement funds, SPORTS must provide to the Seminole County Convention and Visitors Bureau, after the event, a minimum number of questionnaires, completed in full by attendees at the US Pro Wakeboard Tour; 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, SPORTS must submit written proof of liability coverage to the COUNTY upon execution of this Agreement.

(g) COUNTY agrees to supply to SPORTS 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 SPORTS, its officers, employees and agents in the performance of services provided hereunder.

**Section 5. Billing and Payment.** The COUNTY hereby agrees to provide financial assistance to SPORTS up to a maximum sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) for all services provided hereunder by SPORTS during the term of this Agreement in accordance with the project budget set forth in Exhibit "A". Qualified expenditures are

reimbursable upon:

(a) Receipt by the COUNTY of a Request for Funds form, attached hereto and incorporated herein as Exhibit "B," from SPORTS 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 SPORTS shall only be for services specifically provided for herein necessary to serve Seminole County;

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

(c) The final Request for Funds form shall be accompanied by a detailed report of the economic impact on the COUNTY resulting from the event or activity, funds for which have been provided hereunder. Such report shall include, but not be limited to, the estimated number of hotel or motel rooms occupied, restaurant meals consumed and goods and services expenditures; and

(d) Payment requests shall be sent to:

Original: Contracts Manager,  
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, SPORTS shall maintain books, records and accounts of all activities in compliance with normal accounting procedures. Each Request for Funds form shall detail costs incurred as referenced in Exhibit "A". SPORTS shall submit an interim Narrative Progress Report

form, attached hereto and incorporated herein as Exhibit "C," with the Request for Funds form. Additionally, SPORTS 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 SPORTS 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, food and beverages; and wages, salaries, administrative or travel expenses other than those appearing, if any, in Exhibit "A".

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

**Section 9. Access to Records.** SPORTS shall allow the COUNTY, its duly authorized agent and the public access to such of SPORTS'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.** SPORTS shall submit the original copies of the Request for Funds forms, the Narrative Progress Report forms and any other required reports or correspondence to the following:

Contracts Manager, 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 SPORTS:**

Terry Dorner, President  
World Sports and Marketing, LLC  
460 North Orlando Avenue, Suite 200  
Winter Park, Florida 32789

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, SPORTS 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 SPORTS as provided hereinabove.

**Section 15. Conflict of Interest.**

(a) SPORTS 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. See Seminole County Personnel Policy 4.10(F).

(b) SPORTS 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 SPORTS 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, SPORTS 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.

Beth Fargate  
Witness  
Russella Swell  
Witness

WORLD SPORTS AND MARKETING, LLC

By: Terry Dorner  
TERRY DORNER, <sup>Vice</sup> President

Date: 2.10.03

(CORPORATE SEAL)

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.

[Signature]  
County Attorney  
AC/lpk  
1/22/03  
WAKEBOARD

- Attachments:  
Exhibit "A" - Project Budget Outline  
Exhibit "B" - Request For Funds Form  
Exhibit "C" - Narrative Progress Report Form

EXHIBIT "A"

**PROJECT EXPENSES:**

**Intended Utilization of Tourist Tax Funds**

Television Show/ Production/ Airtime	\$ 10,000
	\$
	\$
	\$
	\$
	\$
	\$
	\$
<b>Total Tourism Funds:</b>	<b>\$ 10,000</b>

**Other Project Expenses**

Television Production Cost	\$ 32,000
Prize Money	\$ 28,500
VIP/Hospitality Cost	\$ 10,000
Signage	\$ 2,000
Event Staff	\$ 15,000
Graphic Designer	\$ 5,000
Purchase of Airtime (ESPN2)	50,000
<b>Total Other Project Expenses</b>	<b>\$ 196,665</b>
<b>TOTAL PROJECT EXPENSES</b>	<b>\$ 206,665</b>
<b>Profit (Loss)</b>	<b>\$ 10,000</b>



EXHIBIT " B"

REQUEST FOR FUNDS

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

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 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