

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Central Florida Amateur Softball Association Agreement

**DEPARTMENT:** Library & Leisure Services      **DIVISION:** Parks & Recreation

**AUTHORIZED BY:** J. Suzy Goldman      **CONTACT:** Joe Gasparini      **EXT.** 2001  
J. Suzy Goldman, Director

**Agenda Date** 5/23/06    **Regular**     **Consent**     **Work Session**     **Briefing**   
**Public Hearing – 1:30**       **Public Hearing – 7:00**

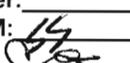
**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute agreement with Central Florida Amateur Softball Association, Inc. (CFASA) regarding softball league and tournament play in Seminole County parks.

**BACKGROUND:**

Seminole County Parks & Recreation works with the Central Florida ASA, Inc. to conduct softball leagues and tournaments in county parks. In FY 2004/05 over 10,000 players on 630 teams participate in Seminole County sponsored softball leagues. The County has had a successful affiliation with the CFASA for over twenty years. The intent of this agreement is to formally define the roles of each party. The Central Florida ASA is affiliated with the Amateur Softball Association (ASA) which is headquartered in Oklahoma City, Oklahoma. Under the terms of the agreement the ASA agrees to:

- Provide "rules of play" to be used as a guideline in leagues and tournaments
- Allow bidding on local, regional, sectional and national tournaments
- Provide an ASA representative and an Umpire in Chief along with all umpires to run national tournaments
- Provide a CFASA representative to hear a second level appeal of rule interpretation from coaches of teams in league play
- Provide awards, rule books, score books and softballs(6 per team) to teams registered in league play
- Provide a list of ASA certified umpires to be used in league and tournament play
- Provide field owners liability coverage to the County

Reviewed by:	
Co Atty:	_____
DFS:	_____
Other:	_____
DCM:	_____
CM:	
File No.	<u>CLLP01</u>

Seminole County agrees to:

- Pay the annual field owners liability coverage fee (\$250.00)
- Collect and remit to CFASA the prevailing team registration fee as set by the ASA (currently \$40 per team)
- Collect and remit to CFASA fees for the purchase of softballs for use in league play
- Run all leagues as a member organization of CFASA

In FY 2004/05 the Parks & Recreation Division paid CFASA \$22,740 for registration fees and softballs. This is revenue that is received from the individual teams and then paid to the CFASA. In FY 2005/06 \$22,000 is budgeted for this purpose.

**JOINT SERVICE AGREEMENT BETWEEN SEMINOLE COUNTY  
AND CENTRAL FLORIDA AMATEUR SOFTBALL ASSOCIATES, INC.**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, 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 **CENTRAL FLORIDA AMATEUR SOFTBALL ASSOCIATES, INC.**, whose mailing address is P.O. Box 948305, Maitland, Florida 32794-8305, hereinafter referred to as "CFASA".

**W I T N E S S E T H:**

**WHEREAS**, the COUNTY wishes to partner with CFASA to ensure that quality recreational softball activities are available to the citizens of Seminole County; and

**WHEREAS**, CFASA maintains a staff of competent and qualified professionals and desires to assist the COUNTY in providing such programs for Seminole County residents,

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions stated herein, the COUNTY and CFASA agree as follows:

**SECTION 1. SERVICES PROVIDED BY CFASA.** CFASA agrees to provide the following to the COUNTY:

(a) Annual field owners liability coverage in the amount of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00).

(b) Provide a list of certified Amateur Softball Association ("ASA") insured umpires for use in scheduling umpires for ASA league and tournament play in Seminole County organized ASA softball play.

(c) Provide "Playing Rules" for softball play for use as a guideline for Seminole County ASA leagues and tournaments.

(d) Allow bidding on local regional, sectional and national tournaments as a member organization with ASA providing an economic impact to Seminole County.

(e) Provide an ASA representative and an Umpire in Chief along with all umpires to run the awarded National Tournament Championship play.

(f) Provide a CFASA representative who can be called upon to hear a second level appeal of rule interpretation from coaches of teams in Seminole County league play.

(g) Provide awards to winning league champions for Spring Softball league play.

(h) Provide rule books for all teams registered in Seminole County softball league play.

(i) Provide score books for all teams that register in Seminole County softball league play.

(j) Provide six (6) softballs for all teams that register in a Seminole County softball league play.

**SECTION 2. RESPONSIBILITIES OF COUNTY.** The COUNTY agrees to provide the following to CFASA:

(a) The annual fee, as determined by prevailing rates for the field owner liability insurance as described above.

(b) Collect and remit to CFASA the annual prevailing registration fee per team per season.

(c) Collect and remit to CFASA fees for the purchase of softballs for use in league play. Fee amounts shall be established by the CFASA prior to each season registration period.

(d) Run all Seminole County softball leagues as a member organization of CFASA.

**SECTION 3. TERM.** This Agreement shall take effect on the date of its full execution and shall remain in effect for a period of three (3) years unless terminated earlier as provided herein.

**SECTION 4. TERMINATION AND CANCELLATION.** This Agreement may be terminated or cancelled by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party.

**SECTION 5. INDEMNIFICATION.**

(a) CFASA shall hold harmless and indemnify the COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type, or nature which the COUNTY may sustain, suffer or incur or be required to pay resulting out of CFASA's negligence, fraud, defalcation, dishonesty, or failure of CFASA to comply with applicable laws or regulations; or by reason or as a result of any act or omission of CFASA in the performance of this Agreement; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit or proceeding is brought against the COUNTY upon any alleged liability arising out of the Agreement or any other matter relating to this Agreement, the COUNTY shall promptly provide notice in writing thereof to CFASA by registered or certified mail. Upon receiving such notice, CFASA, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit or proceeding and take all action

necessary or proper to prevent, to the extent practicable, the obtaining of a judgment against the COUNTY. The COUNTY shall cooperate to a reasonable extent in CFASA's defense of any such action, suit or proceeding.

**SECTION 6. INDEPENDENT CONTRACTOR.** It is agreed by the parties that at all times and for all purposes within the scope of this Agreement, the relationship of CFASA to the COUNTY is that of an independent contractor and not that of an employee of COUNTY. No statement contained in this Agreement shall be construed so as to find CFASA, its employees, its agents or its volunteers to be an employee of the COUNTY, and CFASA shall be entitled to none of the rights, privileges, or benefits of Seminole County employees, including coverage under the COUNTY's Workers' Compensation Insurance Program.

**SECTION 7. SUBCONTRACTORS.** CFASA shall not enter into subcontracts for any of the services provided for in this Agreement.

**SECTION 8. ASSIGNMENTS.** Neither party to this Agreement shall assign this Agreement nor any interest arising herein without the written consent of the other.

**SECTION 9. NOTICE.** Any notices required or desired to be provided pursuant to this Agreement shall be sent to the following addresses:

**For COUNTY:**

Seminole County Library and Leisure Services  
County Services Building  
150 N. Palmetto Avenue  
Sanford, Florida 32771

**For CFASA:**

Tony Galloway, Director  
Central Florida Amateur Softball Association, Inc.  
P.O. Box 4948305  
Maitland, Florida 32794-8305

**SECTION 10. 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 a writing of equal dignity herewith.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement for the purposes expressed herein.

ATTEST:

CENTRAL FLORIDA AMATEUR  
SOFTBALL ASSOCIATION, INC.

*Dusan J. McKee*  
Secretary

By: *Bill Goebel*  
BILL GOEBEL, President

Date: *4-11-06*

[Corporate Seal]

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

For the use and reliance  
of Seminole County only.

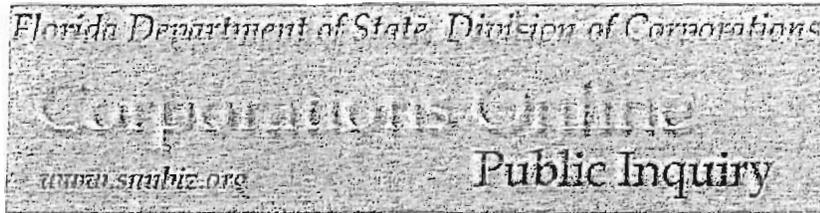
Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
AC/lpk  
2/16/06 3/9/06  
Service agt-softball association

By: \_\_\_\_\_  
CARLTON HENLEY, Chairman

Date: \_\_\_\_\_

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 2006  
regular meeting.



Florida Non Profit

CENTRAL FLORIDA AMATEUR SOFTBALL ASSOCIATION, INC.

PRINCIPAL ADDRESS

CENTRAL FL ASA  
 1718 WILLA CIR  
 WINTER PARK FL 32792 US  
 Changed 05/28/2002

MAILING ADDRESS

P.O. BOX 948305  
 MAITLAND FL 32794-8305 US  
 Changed 04/16/1996

Document Number N31236	FEI Number 593052377	Date Filed 03/17/1989
State FL	Status ACTIVE	Effective Date NONE
Last Event AMENDMENT	Event Date Filed 11/04/2005	Event Effective Date NONE

Registered Agent

Name & Address
GALLOWAY, TONY P.O. BOX 948305 MAITLAND FL 32794-8305
Name Changed: 04/16/1996
Address Changed: 05/03/2005

Officer/Director Detail

Name & Address	Title
ELLINGSWORTH, ROCKY 301 DORT ST. PLANT CITY FL 33566	TDC
GALLOWAY, TONY	

PO BOX 948365 MAITLAND FL 32794	DC
MCCRANIE, LESLIE 1718 WILLA CIRCLE WINTER PARK FL 32792	TRD
GOEBEL, BILL 225 NEWBERRYPORT AVE ALTAMONTE SPRINGS FL 32701	PD

## Annual Reports

Report Year	Filed Date
2003	04/30/2003
2004	05/10/2004
2005	05/03/2005

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Listed below are the images available for this filing.

[11/04/2005 -- Amendment](#)  
[08/25/2005 -- Name Change](#)  
[05/03/2005 -- ANNUAL REPORT](#)  
[05/10/2004 -- ANNUAL REPORT](#)  
[04/30/2003 -- ANN REP/UNIFORM BUS REP](#)  
[05/28/2002 -- COR - ANN REP/UNIFORM BUS REP](#)  
[06/19/2001 -- ANN REP/UNIFORM BUS REP](#)  
[05/15/2000 -- ANN REP/UNIFORM BUS REP](#)  
[05/10/1999 -- ANNUAL REPORT](#)  
[02/06/1998 -- ANNUAL REPORT](#)  
[07/17/1997 -- ANNUAL REPORT](#)  
[05/13/1997 -- ANNUAL REPORT](#)  
[04/16/1996 -- 1996 ANNUAL REPORT](#)

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