

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: 2007 ISA Softball Championship Events Agreement

DEPARTMENT: Tourism Development **DIVISION:** _____

AUTHORIZED BY: Suzan Bunn **CONTACT:** Fran Sullivan **EXT.** 2906

Agenda Date 05-23-06 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 Orlando-Cocoa ISA in the amount of \$14,000 for the 2007 ISA Softball Championship Events.

BACKGROUND:

ISA is one of four major governing bodies of amateur softball in America. ISA organizes sanctioned competitive participation in various formats and classifications through league and tournament play. Orlando-Cocoa ISA has received funding from the Seminole County Tourist Development Council since 2003 and will be bidding on six (6) tournaments (2 days per event) to take place at the Seminole County Softball Complex on multiple dates in 2007. Traditionally, the tournaments have had a \$2,500 bid fee per event.

In 2005, ISA hosted 5 tournaments which brought 2,914 room nights with an economic impact of \$1.5 million. In 2006/07, Orlando-Cocoa ISA has projected 2,914 room nights. Attached is the estimated Economic Impact Statement indicating total direct economic impact of \$1.4 million.

The Tourism Development Council recommends this expenditure in the amount of \$14,000 which is appropriated in the Tourism Development budget for FY 06-07.

Reviewed by:	_____
Co Atty:	<u>AW</u>
DFS:	_____
Other:	_____
DCM:	<u>SS</u>
CM:	<u>Joe</u>
File No.	<u>CTD01</u>

2007 ISA Softball Championship Events
(projected).

SEMINOLE COUNTY	Quantity	Multiplier	Event days	Total
How much will event organizers spend locally?				\$ 50,300.00
How many adult out-of state participant days expected?	2580	\$ 133.00	2	\$ 686,280.00
How many adult out-of state spectator days expected?	2580	\$ 133.00	2	\$ 686,280.00
How many youth out-of state participant days are expected?		\$ 66.50		\$ -
How many youth out-of state specator days are expected?		\$ 66.50		\$ -
How many in-state attendance/participant/professional days expected?		\$ 68.00		\$ -
How many out-of state media/professional days expected?	2	\$ 133.00	2	\$ 532.00
Total direct impact =				\$ 1,423,392.00
	Direct Impact	Divider	Multiplier	Total
Total output economic impact:	\$ 1,423,392.00		1.5	\$ 2,135,088.00
Total earnings impact:	\$ 1,423,392.00		0.57	\$ 811,333.44
Total employment impact:	\$ 1,423,392.00	1,000,000	22	\$ 31.31
	Direct Impact		Sales Tax Rate	Total
State Sales Tax Generated:	\$ 1,423,392.00		0.06	\$ 85,403.52
			Florida DOR	
		State Sales Tax	Disbursement	
		Generated	Multiplier	Total
State Sales Tax Reimbursed to County:		\$ 85,403.52	0.09653	\$ 8,244.00
			Option Sales	
	Direct Impact		Tax Rate	Total
County Local Option Sales Tax:	\$ 1,423,392.00		0.01	\$ 14,233.92
	Approximate	Approximate		
	Rooms Expected	Nights In Town	Average Room Rate	Total
Total Hotel Impact:	291.4	10	\$65.00	\$ 189,410.00
	Total Hotel			
	Impact		Resort Tax Rate	Total
County Resort Tax Recovered:	\$ 189,410.00		0.03	\$ 5,682.30
				Total
Total Resort Tax & State Sales Tax Recovered By County:				\$ 28,160.22

2007 ISA SOFTBALL CHAMPIONSHIP EVENTS 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 **ORLANDO-COCOA ISA**, whose address is 319 Courtlea Oakes Boulevard, Winter Garden, Florida 34787, hereinafter referred to as the "ORLANDO-COCOA".

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 stadiums, sports arenas, coliseums or auditoriums within the boundaries of the COUNTY's special taxing district in which the tax is levied; 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, wishes to appropriate Tourist Development Tax Revenues as operational funds to host ISA Softball Championship Events to be held at the Seminole Softball Complex Stadium; and

WHEREAS, the COUNTY desires ORLANDO-COCOA to place the tournament guarantees with the Independent Softball Association in order to secure

those Events for the Stadium,

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

Section 1. Term. The term of this Agreement is from May 1, 2006 through September 30, 2007, 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 ORLANDO-COCOA 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 ORLANDO-COCOA after ORLANDO-COCOA has received notice of termination. Upon said termination, ORLANDO-COCOA shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder.

Section 3. Services.

(a) ORLANDO-COCOA shall use funds from this Agreement to operate and promote the Seminole Softball Complex by placing bids for the Seminole County ISA Softball Championship Events, as described in Exhibit "A," attached hereto and incorporated herein by reference.

(b) ORLANDO-COCOA shall submit written proof to the COUNTY that the amount requested was in fact paid to the ISA as a bid fee for each of the Events as listed in Exhibit "A".

(c) All promotional packages sent out by ORLANDO-COCOA for the Events, as listed in Exhibit "A", 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.

(d) ORLANDO-COCOA is required to utilize the Event Questionnaire provided by the Seminole County Convention and Visitors Bureau. In order to qualify for reimbursement funds, ORLANDO-COCOA must provide to the Seminole County Convention and Visitors Bureau after each Event a minimum number of questionnaires completed in full by attendees at the Event; the minimum number of required, completed questionnaires 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 and shall also directly impact future qualifications for Tourist Development Tax funding.

(e) After-Event preliminary statistics for room nights and economic impact must be submitted to the COUNTY no later than thirty (30) days after the Event.

(f) A hotel poll reflecting an accurate accounting of room nights used for each Event shall be conducted by ORLANDO-COCOA and submitted to the COUNTY no later than one (1) week after the Event.

(g) ORLANDO-COCOA shall be required to have and maintain a website for the purpose of promoting tourism to and attendance at ORLANDO-COCOA's Events. Said website shall be linked to the Seminole County Tourism website (www.visitseminole.com) and such link shall be maintained throughout the duration of this Agreement.

(h) Failure to comply with or failure to meet the requirements of this Section, including time deadlines, shall result in termination of

this Agreement and forfeiture of all financial assistance rendered to ORLANDO-COCOA by the COUNTY pursuant to this Agreement..

Section 4. Liability and Insurance.

(a) **Liability.** COUNTY, its Commissioners, officers, employees and agents shall not be deemed to assume any liability for the acts, omissions and negligence of ORLANDO-COCOA, its officers, employees and agents in the performance of services provided hereunder

(b) **Insurance.**

(1) ORLANDO-COCOA shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Commercial General Liability). The COUNTY, its officials, officers and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by ORLANDO-COCOA, ORLANDO-COCOA shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of the statement on the Certificate, ORLANDO-COCOA shall, at the option of the COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, ORLANDO-COCOA shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by ORLANDO-COCOA shall relieve ORLANDO-COCOA of ORLANDO-COCOA's full responsibility for performance of any obligation including ORLANDO-COCOA's indemnification of COUNTY under this Agreement.

(5) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(A) Companies issuing policies must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.

(B) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(C) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, or 2) fail to maintain the requisite Best's Rating and Financial Size Category, ORLANDO-COCOA shall, as soon as ORLANDO-COCOA has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement.

Until such time as ORLANDO-COCOA has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, ORLANDO-COCOA shall be deemed to be in default of this Agreement.

(6) Specifications. Without limiting any of the other obligations or liability of ORLANDO-COCOA, ORLANDO-COCOA shall, at ORLANDO-COCOA's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of the Event and shall be maintained in force until this Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(A) Commercial General Liability.

(i) ORLANDO-COCOA's insurance shall cover ORLANDO-COCOA for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

(ii) The minimum limits to be maintained by ORLANDO-COCOA (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(7) Coverage. The insurance provided by ORLANDO-COCOA pursuant to this Agreement shall apply on a primary basis and any other

insurance or self-insurance maintained by the COUNTY or the COUNTY's officials, officers or employees shall be excess of and not contributing with the insurance provided by or on behalf of ORLANDO-COCOA.

(8) Occurrence Basis. The Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

Section 5. Billing and Payment. The COUNTY hereby agrees to provide funds to ORLANDO-COCOA up to a maximum sum of FOURTEEN THOUSAND AND NO/100 DOLLARS (\$14,000.00) for placement of the tournament guarantees for Events listed in Exhibit "A" to this Agreement. Said funds are reimbursable upon:

(a) Receipt by the COUNTY of a Request for Funds Form, attached hereto and incorporated herein as Exhibit "B", from ORLANDO-COCOA requesting all or part of the above amount no later than ninety (90) days after the Event. The Request for Funds Form shall be completed properly with original invoices and copies of cancelled checks as documentation attached thereto. Such request by ORLANDO-COCOA shall only be for the bids specifically provided for herein. Failure to file the Request for Funds Form with the COUNTY within ninety (90) days of each Event shall result in termination of this Agreement and forfeiture of all financial assistance to be rendered to ORLANDO-COCOA by the COUNTY pursuant to this Agreement.

(b) Verification by the Seminole County Convention & Visitors Bureau Director that ORLANDO-COCOA has placed the bids 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

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

Section 6. Reporting Requirements. In the performance of this Agreement, ORLANDO-COCOA shall maintain books, records and accounts of all activities in compliance with normal accounting procedures. Each Request for Funds Form shall detail costs incurred. ORLANDO-COCOA shall also file an interim Narrative Progress Report Form, attached hereto and incorporated herein as Exhibit "C", along with the Request for Funds Form. Additionally, ORLANDO-COCOA 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 ORLANDO-COCOA 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. ORLANDO-COCOA 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 ORLANDO-COCOA as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by ORLANDO-COCOA after ORLANDO-COCOA has received such notice of termination. In the event there are any unused COUNTY funds, ORLANDO-COCOA shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 9. Access to Records. ORLANDO-COCOA shall allow the COUNTY, its duly authorized agent and the public access to such of ORLANDO-COCOA'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. ORLANDO-COCOA 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 ORLANDO-COCOA:

Sean Meder
Orlando-Cocoa ISA
319 Courtlea Oakes Blvd.
Winter Garden, Florida 34787

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, ORLANDO-COCOA 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 ORLANDO-COCOA as provided hereinabove.

Section 15. Conflict of Interest.

(a) ORLANDO-COCOA 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) ORLANDO-COCOA 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 ORLANDO-COCOA 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, ORLANDO-COCOA 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.

ORLANDO-COCOA ISA

Marie Harris

Witness

MARIE HARRIS

Print Name

Frances Sullivan

Witness

FRANCES SULLIVAN

Print Name

By: 
SEAN MEDER

Title: DIRECTOR

Date: 05/03/06

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
CARLTON HENLEY, 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
4/25/06
2007 ISA SOFTBALL

Attachments:

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

EXHIBIT "B"
REQUEST FOR FUNDS FORM
SEMINOLE COUNTY TOURISM DEVELOPMENT

EVENT NAME: 2007 ISA Softball[®] Championship Events Agreement

ORGANIZATION: Orlando-Cocoa ISA

ADDRESS: 319 Courtlea Oakes Boulevard, Winter Park, FL 32787

CONTACT PERSON: Sean Meder PHONE _____ FAX _____

REQUEST PERIOD FROM _____ TO _____

REQUEST NUMBER _____

INTERIM REPORT

FINAL REPORT

TOTAL CONTRACT AMOUNT \$ _____

EXPENSE	BUDGET	REIMBURSEMENT REQUESTED
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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 costs shown have been made for the purpose of an 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 for which you are requesting reimbursement.

BUDGET: The amount budgeted for that expense from Exhibit "A" of the contract.

REIMBURSEMENT: The amount you are requesting for reimbursement.

TOTALS: Enter total for each column.

CERTIFICATION: Type in name, title and date the certifying Officer of your organization signs request.

EXHIBIT "C"

NARRATIVE PROGRESS REPORT

**SEMINOLE COUNTY TOURISM DEVELOPMENT
1230 Douglas Avenue, Suite 116
Longwood, Florida 32779**

REPORT PERIOD FROM _____ TO _____

EVENT NAME: **2007 ISA Softball Championship Events Agreement**

ORGANIZATION: **Orlando-Cocoa ISA**

ADDRESS: **319 Courtlea Oakes Boulevard, Winter Park, FL 32787**

CONTACT PERSON: **Sean Meder** PHONE _____ FAX _____

() 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. 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 _____

INSTRUCTIONS FOR COMPLETING NARRATIVE PROGRESS REPORTS

A Narrative Progress Report is to be submitted to the Tourism Development office along with your request(s) for reimbursement. This report is considered an "interim report" when it accompanies any reimbursement request other than the final request. If the first request is the final request (i.e., one and the same), then that request is considered "Final" and the Narrative Progress Report would be considered a "Final Report," to accompany the final request for reimbursement.

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 these reports be submitted in a timely manner in order that progress reports can be made to the Tourism Development Council.



EXHIBIT "A"

TDC Sponsorship Request

Name of Organization: Orlando-Cocoa ISA

Contact Person: Sean Meder

Address: 319 Courtlea Oaks Blvd. Winter Garden, FL 34787

Name of Event/Project: 2007 ISA Softball Championship Events (6 events)

Amount Requested: \$14,000

Intended Use of Funds: Bid Guarantee

Comments on past performance:

x Meets () * Does not meet criteria for TDC review.

These events comply with the use of tourism tax per the Florida Statute, and the number of room nights and bid fee amount requested also complies with application guidelines as set forth by the TDC. Monies for this event are available in the TDC 06/07 budget as noted on the attached budget sheet.

Legal Opinion: SEE ATTORNEY'S COMMENTS

Staff Comments/Recommendation: Based on the above compliance, staff recommends this application be approved.

TDC Application Review Date: April 13, 2006

TDC Action: (x) Recommended for Funding Amount: \$14,000
() Not Recommended

TDC Comments:

[Signature]
TDC Chairman

[Signature] Diane Crews
TDC Vice Chairman

[Signature]
TDC Director

APPLICATION
TOURIST DEVELOPMENT SPONSORSHIP
FY 2006-07

I GENERAL INFORMATION

To assist us in evaluating the impact your event may have on Seminole County and to better understand what support you are requesting, the following questions must be answered in full.

(1) NAME OF ORGANIZATION Orlando-Cocoa ISA

(2) NAME OF EVENT/PROJECT 2007 ISA Softball Championship Events

DATE OF EVENT Multiple dates in 2007 LOCATION/EVENT Seminole Softball Complex

DESCRIPTION OF EVENT Regional and National Adult Softball Events

(3) CONTACT PERSON Sean Meder

(4) COMPLETE ADDRESS OF ORGANIZATION:

STREET 319 Courtlea Oaks Blvd.

CITY Winter Garden ST FL ZIP 34787

PHONE: 407.654.4041 FAX: 407.654.4041 E-Mail HCANES01@aol.com

(5) ORGANIZATION'S CHIEF OFFICIAL: Sean Meder

TITLE: President/CEO

Address if different from above:

Same as above

PHONE: _____ FAX: _____ E-Mail _____

(6) INTENDED USE OF FUNDS:

Bid Guarantee X Promotion/Marketing _____

(7) AMOUNT REQUESTED \$ 14,000.00

II DETAILS ON YOUR ORGANIZATION:

In narrative form please describe your organization in the following areas. Use a separate sheet to complete these questions in detail.

- (1) What are your organization's goals and objectives?

The ISA was founded in 1982 in Shelbyville, Tennessee, by Larry Nash. ISA is one of four (4) major governing bodies of amateur softball in America. ISA organizes and sanctions competitive participation in various formats and classifications through league and tournament play.

ISA's popularity has grown steadily throughout its history, with current registrations in excess of 15,000 teams, 2000 umpires and a network in excess of 350 directors covering 27 states, Canada and Mexico.

- (2) What services does your organization provide?

Orlando-Cocoa ISA provides event management services for ISA (Independent Softball Association) Tournaments and Events.

- (3) How will your organization monitor expenditure of funds?

Sean Meder will monitor the expenditure of any funds awarded to the ISA Softball Championships events staged in Seminole County. In addition, Orlando-Cocoa ISA will adhere to the Tourist Development Request for Sponsorship Funds application in the expense of funds consistent with the terms of the agreement developed by Seminole County government.

- (4) How will your event bring additional visitors and hotel room nights to Seminole County?

Orlando-Cocoa ISA, in conjunction with the Central Florida Sports Commission, will develop a comprehensive registration package with information on local attractions, entertainment options and hotels in the area to attract teams and spectators to Seminole County from across the United States. *See Attachment "B"*

- (5) What is your organization's experience in managing sponsorships and grants?

Orlando-Cocoa ISA has received funding from the Seminole County Tourist Development Council since 2003 for numerous events staged within the County. Most recently, Orlando-Cocoa ISA was awarded a \$14,000 grant for specific ISA Softball Championships Events that will be staged in Seminole County in 2006.

PREVIOUS EVENTS SPONSORED BY YOUR ORGANIZATION

Please provide three (3) years of event history.

Previous Event: 2006 ISA Softball Championship Events
Date Multiple Dates in 2006 Location Seminole County Softball Complex
Contact Name/Phone: Sean Meder 407.654.4041
Out-of-State Participants TBD Room Nights TBD Economic Impact TBD

Previous Event: 2005 ISA Softball Championship Events
Date Multiple Dates in 2005 Location Seminole County Softball Complex
Contact Name/Phone: Sean Meder 407.654.4041
Out-of-State Participants 2,580 Room Nights 2,914 Economic Impact \$1,561,818.00

Previous Event: _____
Date _____ Location _____
Contact Name/Phone: _____
Out-of-State Participants _____ Room Nights _____ Economic Impact _____

III EVENT INFORMATION (Use additional sheets where necessary.)

- (1) NAME OF EVENT: 2007 ISA Softball Championships Events
- (2) NUMBER OF DAYS: 2 days per event DATE: TBD
- (3) EVENT OWNER (IF OTHER THAN YOUR ORGANIZATION)
COMPANY NAME Orlando-Cocoa ISA
ADDRESS: 319 Courtlea Oaks Blvd. 34787
PHONE and FAX (407) 654-4041 Fx: (407) 654-4041
- (4) HOW WILL THIS EVENT CONTRIBUTE TO A POSTIVE IMAGE FOR SEMINOLE COUNTY?

The 2007 ISA Softball Championships Events will attract the top softball teams from across the United States to Seminole County for one or more exciting tournaments. Central Florida, specifically Seminole County, has long been known to be one of the premier destinations for hosting the most prestigious softball tournaments within the United States, typically hosting one or more national tournaments a year. With that being said, Orlando-Cocoa ISA truly believes we would strongly support bringing more national and regional softball events to the Seminole County Softball Complex based on the continued support we receive from Seminole County.

- (5) DOES THIS EVENT HAVE FUTURE IMPLICATIONS, SPIN-OFFS, OR OTHER CONSIDERATIONS?

Orlando-Cocoa ISA has successfully been staging regional and national events in Seminole County since, so an operationally and financially sound ISA Softball Championship series of events in 2007 will further establish the Orlando-Cocoa ISA's ability to be awarded more events on behalf of Seminole County for future years.

(6) PROJECTED NUMBER OF:

LOCAL PARTICIPANTS	<u>0</u>
LOCAL GUESTS	<u>0</u>
OUT-OF TOWN PARTICIPANTS	<u>2,580</u>
OUT-OF-TOWN GUESTS	<u>2,580</u>
OUT-OF-TOWN MEDIA	<u>0</u>

(7) TOTAL NUMBER OF HOTEL ROOMS REQUIRED IN SEMINOLE COUNTY FOR EVENT: No more than 1,000 rooms would be needed per event

(8) PROVIDE THE ESTIMATED DIRECT ECONOMIC IMPACT ON SEMINOLE COUNTY FROM YOUR EVENT. (DO NOT USE MULTIPLIERS.):

\$1,422,292.00

(PLEASE COMPLETE ECONOMIC IMPACT CALCULATION FORM PROVIDED IN THIS PACKET.)

IV SPORTING EVENT (If Applicable)

(1) NAME OF SPORT/EVENT: 2007 ISA Softball Championships Events

(2) LOCATION OF EVENT: Seminole County Softball Complex

Have Facility(s) been secured? Yes, just awaiting final 2007 event dates
Facility(s) cost: TBD

(3) TOTAL NUMBER OF FIELDS NEEDED: 5

(4) TOTAL NUMBER OF FIELDS NEEDED PER DAY: 5

(5) NUMBER OF LIGHTED FIELDS REQUIRED: 5

(6) PROVIDE FIELD USE TIMES BY DAY: TBD

(7) SPECIAL FIELD REQUIREMENTS (PLEASE SPECIFY):
NA

(8) SPECIAL SITE REQUIREMENTS:
NA

V CULTURAL/CIVIC EVENT

SITE REQUIREMENTS:
NA

CERTIFICATION

I have reviewed this Application for Funds from the Tourist Development Council for FY 2006-07. I am in full agreement with the information contained herein. To the best of my knowledge, the information contained in this Application and its attachments are accurate and complete.



Chief Corporate Officer

3/17/06

Date

Seal

Corporation Secretary

Date

2007 ISA Softball Championship Events
(projected)

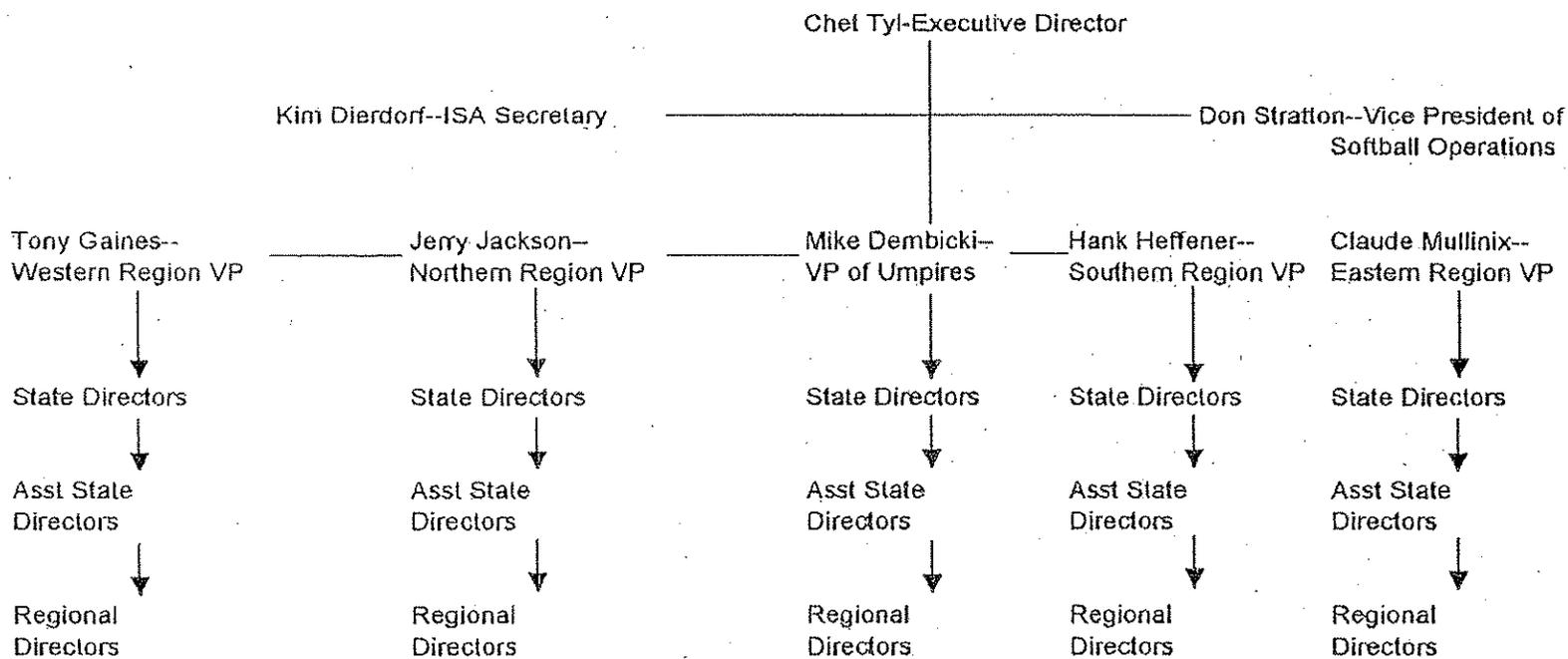
SEMINOLE COUNTY	Quantity	Multiplier	Event days	Total
How much will event organizers spend locally?				\$ 50,300.00
How many adult out-of state participant days expected?	2580	\$ 133.00	2	\$ 686,280.00
How many adult out-of state spectator days expected?	2580	\$ 133.00	2	\$ 686,280.00
How many youth out-of state participant days are expected?		\$ 66.50		\$ -
How many youth out-of state specator days are expected?		\$ 66.50		\$ -
How many in-state attendance/participant/professional days expected?		\$ 68.00		\$ -
How many out-of state media/professional days expected?	2	\$ 133.00	2	\$ 532.00
Total direct impact =				\$ 1,423,392.00
	Direct Impact	Divider	Multiplier	Total
Total output economic impact:	\$ 1,423,392.00		1.5	\$ 2,135,088.00
Total earnings impact:	\$ 1,423,392.00		0.57	\$ 811,333.44
Total employment impact:	\$ 1,423,392.00	1,000,000	22	\$ 31.31
	Direct Impact		Sales Tax Rate	Total
State Sales Tax Generated:	\$ 1,423,392.00		0.06	\$ 85,403.52
			Florida DOR	
		State Sales Tax	Disbursement	
		Generated	Multiplier	Total
State Sales Tax Reimbursed to County:		\$ 85,403.52	0.09653	\$ 8,244.00
			Option Sales	
	Direct Impact		Tax Rate	Total
County Local Option Sales Tax:	\$ 1,423,392.00		0.01	\$ 14,233.92
	Approximate	Approximate		
	Rooms Expected	Nights In Town	Average Room Rate	Total
Total Hotel Impact:	291.4	10	\$65.00	\$ 189,410.00
	Total Hotel			
	Impact		Resort Tax Rate	Total
County Resort Tax Recovered:	\$ 189,410.00		0.03	\$ 5,682.30
				Total
Total Resort Tax & State Sales Tax Recovered By County:				\$ 28,160.22

ATTACHMENT "B"

**Benefits to The Seminole County Tourist Development Council
& Convention & Visitors Bureau**

1. The 2007 ISA Softball Championship Event Series will bring out-of-town softball teams to Seminole County to compete in one of the six (6) contemplated tournaments that would take place at the Seminole County Softball Complex.
2. Registration Packages will be mailed to all teams with information on Seminole County attractions, shopping, dining and hotels.
3. Event advertising will be placed in the ISA Burglar Report (distribution of 10,000)
4. The Seminole County logo and Website will be present on all of the following:
 - a. Registration Package / Tournament Brochure
 - b. Advertisements
 - c. All Other Collateral Materials

ISA Structural Diagram



CERTIFICATE OF INSURANCE

1204558 ISSUE DATE (MM/DD/YY)
 1/04/06

PRODUCER
 K & K Insurance Group, Inc.
 1712 Magnavox Way
 P.O. Box 2338
 Fort Wayne, In 46801

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURED
 INDEPENDENT SOFTBALL ASSOCIATION
 D/B/A ISA
 3601 CYPRESS GARDENS ROAD, STE F
 WINTER HAVEN, FL 33884

COMPANIES AFFORDING COVERAGE:

COMPANY LETTER **A** GREAT AMERICAN ASSURANCE COMPA
 COMPANY LETTER **B**
 COMPANY LETTER **C**

COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (in thousands)		
					General Aggregate	Other	
A	General Liability <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur. <input type="checkbox"/> Owner's & Contractors Prot. <input type="checkbox"/>	GLO0566226002	12:01AM 1/01/06	12:01AM 1/01/07	General Aggregate	\$ NONE	
					Product-Comp/Op Appropb	\$ 2000	
	Automobile Liability <input type="checkbox"/> Any auto <input type="checkbox"/> All owned autos <input type="checkbox"/> Scheduled autos <input type="checkbox"/> Hired autos <input type="checkbox"/> Non-owned autos <input type="checkbox"/> Garage Liability <input type="checkbox"/>				Personal & Advertising Injury	\$ 2000	
					Each Occurrence	\$ 2000	
					Fire Damage (Any one fire)	\$ 300	
					Medical Expenses (Any one person)	\$ 5	
					Participant Legal Liability	\$ 2000	
					Combined Single Limit	\$	
					Bodily Injury (per person)	\$	
					Bodily Injury (per accident)	\$	
					Property Damage	\$	
					Excess Liability <input type="checkbox"/> Other than Umbrella form <input type="checkbox"/>		
	Workers' Compensation and Employers' Liability					Statutory \$ Each Accident \$ Disease-Policy Limit \$ Disease-Each Employee	
						AD&D	\$
						Primary Medical	\$
						Excess Medical	\$
	Participant Accident					Weekly Indemnity \$ X	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS
 COVERAGE: FIELD OWNERS FOR ISA SANCTIONED EVENTS EFFECTIVE 01/04/06
 USAGE OF AN APPROVED WAIVER/RELEASE IS REQUIRED OF ALL ADULT PARTICIPANTS.
 FIELD OWNERS COVERAGE DOES NOT REPLACE TEAM INSURANCE.

CERTIFICATE HOLDER
 SEMINOLE COUNTY
 264 W. NORTH ST.
 ALTAMONTE SPRINGS, FL 32714

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
