

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: 2004 ASA MEN'S MAJOR SLOW PITCH NATIONALS AGREEMENT

DEPARTMENT: Tourism Development DIVISION: _____

Suzan Bunn

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

Agenda Date 7-27-04 Regular Consent Work Session Briefing
Public Hearing - 1:30 Public Hearing - 7:00

MOTION/RECOMMENDATION:

Approve and authorize chairman to execute Agreement between Seminole County and the Amateur Softball Association of America in the amount of \$2,500.

BACKGROUND:

The 72nd Annual Amateur Softball Association of America National Council meeting was held in Orlando last November. At this convention, the men's slow pitch upper-level divisions were restructured. The top level division is the ASA Men's Major Slow Pitch. This event was designed with the intent of making it an annual event at the Historic Sanford Memorial Stadium in Sanford. Central Florida ASA will conduct and manage this event in 2004 in order to establish the model designed for this division.

This three day event, being held September 14-16, 2004, has a projected direct economic impact of \$510,000 with 2,600 participants and fans bringing 340 room nights for area hotels.

The Tourist Development Council recommends this expenditure in the amount of \$2,500 which is available and approved in the Tourism Development budget for FY 03-04.

Reviewed by: _____
Co Atty: _____
DFS: _____
Other: _____
DCM: *SS*
CM: *KB*

File No. - _____
CTD02

2004 ASA MEN'S MAJOR SLOW PITCH NATIONALS 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 **AMATEUR SOFTBALL ASSOCIATION OF AMERICA**, whose mailing address is Post Office Box 948305 Maitland, Florida 32794-8305, hereinafter referred to as the "ASA".

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, appropriated Tourist Development Tax Revenues to promote the 2004 ASA Men's Major Slow Pitch Nationals to be held in September 2004, hereinafter referred to as "Event," to take place at the Sanford Memorial Stadium; and

WHEREAS, the COUNTY desires the ASA to place the tournament guarantee to the Amateur Softball Association of America in order to secure the Event for the Stadium,

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

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

Section 2. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' written notice to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that the ASA 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 the ASA after the ASA has received notice of termination. Upon said termination, the ASA shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder.

Section 3. Services.

(a) The ASA shall use funds from this Agreement to promote and advertise Seminole County tourism through the holding of the Seminole County-based 2004 USA Men's Major Slow Pitch Nationals, 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) The ASA 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 the ASA 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) The ASA is required to utilize the Event Questionnaire provided by the Seminole County Convention and Visitors Bureau. In order to qualify for reimbursement funds, the ASA 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 2004 Nationals; 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) 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.

(g) A hotel poll reflecting an accurate accounting of room nights used for the event shall be conducted by the ASA and submitted to the COUNTY no later than one (1) week after the event.

(h) The ASA shall be required to have and maintain a website for the purpose of promoting tourism to and attendance at the ASA's event.

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.

(i) Failure to comply with or failure to meet the requirements of said Section, including time deadlines, shall result in termination of this Agreement and forfeiture of all financial assistance rendered to the ASA by the COUNTY pursuant to this Agreement..

Section 4. Liability and Liability.

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

(b) **Insurance.**

(1) The ASA 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 the ASA, the ASA 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 shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of

the statement on the Certificate, the ASA 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 the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the ASA 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 or failure to disapprove the insurance furnished by the ASA shall relieve the ASA of the ASA's full responsibility for performance of any obligation including the ASA'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, the ASA shall, as soon as the ASA 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 the ASA has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the ASA shall be deemed to be in default of this Agreement.

(6) Specifications. Without limiting any of the other obligations or liability of the ASA, the ASA shall, at the ASA'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 the Agreement, the insurance shall become effective prior to the commencement of the event and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(A) Commercial General Liability.

(i) The ASA's insurance shall cover the ASA 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 the ASA (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 the ASA 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 the ASA.

(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 the ASA up to a maximum sum of TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00) for placement of the tournament guarantee and FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) for promotions and advertising 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 the ASA 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 checks as documentation attached thereto. Such request by the ASA shall only be for the bid specifically provided for herein. Failure to file the Request for Funds form with the COUNTY within ninety (90) days of the event shall result in termination of this Agreement and forfeiture of all financial assistance to be rendered to the ASA by the COUNTY pursuant to this Agreement.

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

(c) Payment requests shall be sent to:

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

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

Section 6. Reporting Requirements. In the performance of this Agreement, the ASA shall maintain books, records and accounts of all activities in compliance with normal accounting procedures. Each Request for Funds Form shall detail costs incurred. The ASA shall an interim Narrative Progress Report Form, attached hereto and incorporated herein as Exhibit "B," with the Request for Funds Form. Additionally, the ASA 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 the ASA 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. The ASA 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 the ASA as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by the ASA after the ASA has received such

notice of termination. In the event there are any unused COUNTY funds, the ASA shall promptly refund those funds to the COUNTY, or otherwise use such funds as the COUNTY directs.

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

Amateur Softball Association of America
Tony Galloway, Commissioner
P.O. Box 948305
Maitland, Florida 32794-8305

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, the ASA 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 the ASA as provided hereinabove.

Section 15. Conflict of Interest.

(a) The ASA 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) The ASA 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 the ASA 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, the ASA 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.

Maria Harris
Witness
[Signature]
Witness

AMATEUR SOFTBALL ASSOCIATION
OF AMERICA
By: [Signature]
Date: 6/24/04

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.

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

Approved as to form and
[Signature]
County Attorney
AC/lpk
2/3/04
MENS SLOW PITCH

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

EXHIBIT "A"

PROJECT BUDGET RECAP

INCOME SOURCES

TOURIST DEVELOPMENT TAX REQUEST \$ 2,500.00

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

<u>Team Entry Fees</u>	\$ <u>7,200.00</u>
<u>Florida Sports Foundation</u>	\$ <u>7,500.00</u>
<u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>
<u> </u>	\$ <u> </u>

TOTAL ADDITIONAL FUNDS \$ 14,700.00

<u>Admissions/Gate</u>	\$ <u>3,400.00</u>
<u>Concession Sales</u>	\$ <u>300.00</u>
<u>Program Sales</u>	\$ <u>200.00</u>
<u>Rebates</u>	\$ <u>800.00</u>
<u>Raffle Sales</u>	\$ <u>250.00</u>
<u>Souvenir Royalties</u>	\$ <u>500.00</u>
<u>Vendor Space Rental</u>	\$ <u>200.00</u>

TOTAL OTHER INCOME \$ 5,650.00

TOTAL INCOME ALL SOURCES \$ 22,850.00

PROJECT EXPENSES

Provide an itemized summary indicating the intended use of TDC funds. Please be as explicit as possible, including intended publications, promotional materials, etc. and how much money will be expended (tentively) for each category. Use additional sheets if necessary.

Intended Utilization of Tourist Tax Funds

(Please refer to authorized and unauthorized uses on page 5-6)

ASA Bid Fee	\$	2,000.00
Promotion Collaterals/Team Pre-Tournament Packet	\$	500.00
Total Tourism Funds:	\$	2,500.00

Other Project Expenses

ASA Representative Fee	\$	375.00
ASA Team Assessments (16)	\$	800.00
Auto Rentals (3)	\$	1,000.00
Awards	\$	1,500.00
Auxiliary Playing Field	\$	500.00
Insurance/Licenses/Permits	\$	700.00
Keepsakes for ASA/Officials	\$	200.00
Lodging (20 rooms)	\$	3,100.00
Managers' Draw Luncheon	\$	800.00
Opening/Closing Ceremony	\$	500.00
Postage	\$	50.00
Programs	\$	250.00
Scorekeeper Fees	\$	500.00
Stadium Rental Fee	\$	2,000.00
Staff Refreshments	\$	300.00
Statistician Fee	\$	225.00
Tournament Director Fee	\$	300.00
Umpires (12)	\$	2,400.00
Umpire Banquet	\$	800.00
Umpire Coordinator Fee	\$	200.00
Umpire-in-Chief Fee	\$	375.00
Miscellaneous	\$	200.00
Total Other Project Expenses:	\$	17,075.00

TOTAL PROJECT EXPENSES	\$	19,575.00
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Profit (Loss)	\$	3,275.00
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EXHIBIT "B"

REQUEST FOR FUNDS

SEMINOLE COUNTY TOURISM DEVELOPMENT
1230 DOUGLAS AVENUE, #116, 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 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