

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Seminole Soccer Club, Inc. Agreement

DEPARTMENT: Tourism Development **DIVISION:** _____

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

Agenda Date 9-26-06	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 Seminole Soccer Club, Inc. for two tournaments.

BACKGROUND:

The Seminole Soccer Club is an important part of our sports promotion effort, hosting two annual multi-day soccer tournaments and creating a positive image for youth sports.

The 16th Annual Columbus Day Girls Soccer Tournament will bring over 100 premier girls soccer teams to the area from throughout the Southeast. Approximately 400 hotel room nights are projected with a direct economic impact of \$444,955.

The 29th Annual Memorial Soccer Tournament is the longest continuing running soccer event in Florida. This event will bring over 150 premier soccer teams to the area from throughout the southeast. Approximately 550 hotel room nights are projected with a direct economic impact of \$513,755.

Both tournaments have a history of success, generating significant economic impact and room nights.

Funds will be used to promote and market the tournaments with a series of online email campaigns to in-state and out-of-state soccer coaches as well as links to various national soccer sites to drive additional traffic to the tournament site.

The Tourism Development Council recommends this expenditure in the amount of up to \$12,000 which is available and approved in the Tourism Development budget for FY 2006-07.

Reviewed by:
Co Atty: _____
DFS: _____
Other: _____
DCM: <u>SS</u>
CM: <u>CS</u>
File No. <u>CTD37</u>

SEMINOLE SOCCER CLUB, INC. 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 **SEMINOLE SOCCER CLUB, INC., d/b/a FLORIDA SOCCER ALLIANCE**, whose address is 7390 Markham Road, Sanford Florida 32771, hereinafter referred to as "SEMINOLE SOCCER".

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 assist in advertising and promoting the Seminole County-based Seminole Soccer tournaments to promote tourism in Seminole County.

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

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

Section 3. Services.

(a) SEMINOLE SOCCER shall use funds from this Agreement to promote and advertise Seminole County tourism through the holding of the Seminole County-based Seminole Soccer Tournaments, 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, including but not limited to all electronically transmitted materials.

(c) SEMINOLE SOCCER 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 SEMINOLE SOCCER for the events 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) SEMINOLE SOCCER is required to utilize the Event Questionnaire provided by the Seminole County Convention and Visitors Bureau. In order to qualify for reimbursement funds, SEMINOLE SOCCER must provide to the Seminole County Convention and Visitors Bureau, after the events, a minimum number of questionnaires, completed in full by attendees at SEMINOLE SOCCER Tournaments; the minimum number of required questionnaires must be equal to ten percent (10%) of the projected attendance at the events, as stated in the grant application, or one hundred fifty (150), whichever is greater. Incomplete or partial questionnaires will not count toward the 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, SEMINOLE SOCCER must submit written proof of liability coverage to the COUNTY upon execution of this Agreement.

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

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

(i) SEMINOLE SOCCER shall be required to have and maintain a website for the purpose of promoting tourism to and attendance at SEMINOLE SOCCER'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.

(j) 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 SEMINOLE SOCCER 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 SEMINOLE SOCCER, its officers, employees and agents in the performance of services provided hereunder and SEMINOLE SOCCER hereby agrees to fully and completely indemnify, insure and hold harmless the COUNTY from and against any liability, of whatsoever type or nature howsoever arising, relating, in any way, to the acts or omissions of SEMINOLE SOCCER and its officers, members, agents and employees.

(b) **Insurance.**

(1) SEMINOLE SOCCER 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 SEMINOLE SOCCER, SEMINOLE SOCCER 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, SEMINOLE SOCCER 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, SEMINOLE SOCCER 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 SEMINOLE SOCCER shall relieve SEMINOLE SOCCER of SEMINOLE SOCCER's full responsibility for performance of any obligation including SEMINOLE SOCCER'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, SEMINOLE SOCCER shall, as soon as SEMINOLE SOCCER 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 SEMINOLE SOCCER has replaced the unacceptable insurer with an insurer acceptable to the COUNTY SEMINOLE SOCCER shall be deemed to be in default of this Agreement.

(6) Specifications. Without limiting any of the other obligations or liability of SEMINOLE SOCCER, SEMINOLE SOCCER shall, at SEMINOLE SOCCER'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 events 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.

(1) SEMINOLE SOCCER's insurance shall cover SEMINOLE SOCCER 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.

(2) The minimum limits to be maintained by SEMINOLE SOCCER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

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 SEMINOLE SOCCER 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 SEMINOLE SOCCER.

(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 financial assistance to SEMINOLE SOCCER up to a maximum sum of TWELVE THOUSAND AND NO/100 DOLLARS (\$12,000.00) for all services provided hereunder by SEMINOLE SOCCER during the term of this Agreement, in accordance with the project budget and requirements 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 SEMINOLE SOCCER requesting all or part of the above amount. The Request for Funds form shall be completed properly and documentation attached including original invoices and copies of canceled checks. Such request by SEMINOLE SOCCER shall only be for services specifically provided for herein necessary to serve Seminole County. Said Request for Funds form shall be submitted no later than ninety (90) days after the events. Failure to comply with this requirement shall result in termination of this Agreement and forfeiture of all financial assistance granted to

SEMINOLE SOCCER under this Agreement.

(b) Verification by the Seminole County Tourism Development Director that SEMINOLE SOCCER 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 events or activity, funds for which have been provided hereunder. Such report, attached hereto and incorporated herein as Exhibit "D", shall include, but not be limited to, the actual number of hotel or motel rooms occupied and estimated goods and services expenditures; and

(d) Payment requests shall be sent to:

Original: Director
Seminole County Tourism Development
1230 Douglas Avenue, Suite 116
Longwood, Florida 32779

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

(e) Reimbursement shall be contingent upon SEMINOLE SOCCER's compliance with the requirements as stated in Exhibit "A".

Section 6. Reporting Requirements. In the performance of this Agreement, SEMINOLE SOCCER shall maintain books, records and accounts of all activities in compliance with normal accounting procedures. SEMINOLE SOCCER shall transmit and certify interim records with each Request for Funds form submitted to the COUNTY. Each Request for Funds form shall detail costs incurred as referenced in Exhibit "A". SEMINOLE SOCCER shall submit an interim Narrative Progress Report form, attached hereto and incorporated herein as Exhibit "C," with each Request for Funds form. Additionally, SEMINOLE SOCCER 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 SEMINOLE SOCCER 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, lodging, food and beverages; and wages, salaries, administrative or travel expenses other than those appearing, if any, in Exhibit "A".

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

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

Director
Seminole County Tourism Development
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 Tourism Development
1230 Douglas Avenue, Suite 116
Longwood, Florida 32779

For SEMINOLE SOCCER:

Seminole Soccer Club, Inc.
d/b/a Florida Soccer Alliance
Roger Marty, President
7390 Markham Road
Sanford, Florida 32771

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, SEMINOLE SOCCER 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 SEMINOLE SOCCER as provided hereinabove.

Section 15. Conflict of Interest.

(a) SEMINOLE SOCCER 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) SEMINOLE SOCCER 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 SEMINOLE SOCCER 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*, SEMINOLE SOCCER 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.

ATTEST:



WITNESS

(CORPORATE SEAL)

SEMINOLE SOCCER CLUB, INC.
d/b/a FLORIDA SOCCER ALLIANCE

By: 
Bill Hollenback, President.

Date: 8/6/06

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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
8/1/06
fl soccer alliance

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

EXHIBIT "D"

	Quantity	Multiplier	Event days	TOTALS
How much will event organizers spend locally?				
How many adult out-of-state participant days expected?		\$ 133.00		\$ -
How many adult out-of-state attendance/spectator days expected?		\$ 133.00		\$ -
How many out-of-state media/professional days expected?		\$ 133.00		\$ -
How many adult in-state attendance/spectator/participant days expected?		\$ 91.00		\$ -
How many youth out-of-state participant days are expected?		\$ 66.50		\$ -
How many youth in-of-state participant days are expected?		\$ 57.00		\$ -
What is the expected event-site spending?				
What other expenditures, if any, are anticipated?				
TOTAL DIRECT IMPACT =				\$ -
Total output economic impact:	Direct Impact	Divider	Multiplier	
Total earnings impact:	\$ -		1.5	\$ -
Total employment impact:	\$ -	1,000,000	0.57	\$ -
	\$ -		22	\$ -
		Non-Taxable Sales	Sales Tax Rate	
STATE SALES TAX GENERATED:	Direct Impact			\$ -
	\$ -		0.06	\$ -
		State Sales Tax Generated	Florida DOR Disbursement Multiplier	
STATE SALES TAX REIMBURSED TO COUNTY:		\$ -	0.09653	\$ -
		Non-Taxable Sales	Option Sales Tax Rate	
COUNTY LOCAL OPTION SALES TAX:	Direct Impact	\$ -	0.01	\$ -
	\$ -			\$ -
	Estimated Rooms Per Night To Be Secured	Estimated Nights In Town	Approximate Hotel Rooms Secured	Average Room Rate Per Night
TOTAL HOTEL IMPACT:				\$ -
	Total Hotel Impact		Resort Tax Rate	
COUNTY RESORT TAX RECOUPED:	\$ -		0.03	\$ -
TOTAL RESORT TAX & STATE SALES TAX RECOUPED BY COUNTY:				\$ -
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE COUNTY:				\$ -
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE CITY:				\$ -
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE COUNTY:				\$ -
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE CITY:				\$ -
APPROXIMATE REVENUE RECOUPED BY THE COUNTY ON THE EVENT:				\$ -