

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: City of Sanford (2003 USA Softball Men's Super SP Nationals Agreement)

DEPARTMENT: Tourism Development **DIVISION:** _____

AUTHORIZED BY:  **CONTACT:** Kathryn Townsend **EXT.** 2905

Agenda Date 10-22-02 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 the 2003 USA Softball Men's Super SP Nationals Agreement between Seminole County and the City of Sanford in the amount of \$7,500.

BACKGROUND:

The City of Sanford has successfully been promoting amateur softball tournaments for several years. These events are traditionally co-sponsored by the Metro Orlando Amateur Softball Association, Sanford Parks and Recreation and the Seminole County Tourism Development Department. This event scheduled for September 2003, in the Sanford Memorial Stadium, will bring in over 2,850 participants and fans to Seminole County with a projected economic impact of \$850,000.

The Tourist Development Council recommends this expenditure in the amount of \$7,500 which is available in the Tourism Development budget for FY 02-03.

Reviewed by: _____ Co Atty: _____ DFS: _____ Other: _____ DCM: _____ CM: _____ File No. CTD- 02 _____
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2003 USA SOFTBALL MEN'S SUPER SP 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 **THE CITY OF SANFORD**, a Florida municipal corporation, whose address is Post Office Box 1788, Sanford, Florida 32771, hereinafter referred to as "SANFORD".

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 HISTORICAL SANFORD MEMORIAL STADIUM hereinafter referred to as "Stadium," is a publicly owned and operated sports stadium within the boundaries of Seminole County, Florida; 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 and

continue operation of the Stadium for hosting the 2003 ASA Men's Super Slow Pitch National Championship to be held in September 2003, hereinafter referred to as "Event," to take place at the Stadium; and

WHEREAS, the COUNTY desires SANFORD to place the tournament guarantee to the Amateur Softball Association of America/USA Softball 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 SANFORD agree as follows:

Section 1. Term. The term of this Agreement is from October 1, 2002, through September 30, 2003, the date of signature by the parties notwithstanding, unless earlier terminated, as provided herein.

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

Section 3. Services.

(a) SANFORD shall use funds from this Agreement to promote and advertise Seminole County tourism through the holding of the Seminole County-based 2001 USA Softball Men's Super SP 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) SANFORD 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 SANFORD 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) SANFORD is required to utilize the Event Questionnaire provided by the Seminole County Convention and Visitors Bureau. In order to qualify for reimbursement funds, SANFORD 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 2001 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 SANFORD and submitted to the COUNTY no later than one (1) week after the event.

(h) SANFORD shall be required to have and maintain a website for the purpose of promoting tourism to and attendance at SANFORD'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 SANFORD 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 SANFORD, its officers, employees and agents in the performance of services provided hereunder

(b) **Insurance.**

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

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

(1) SANFORD's insurance shall cover SANFORD 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 SANFORD (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 SANFORD 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 SANFORD.

(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 SANFORD up to a maximum sum of SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$7,500.00) for placement of the tournament guarantee as provided above and TWO HUNDRED AND NO/100 DOLLARS (\$200.00) for advertising and promotional use. 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 SANFORD 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 SANFORD 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 SANFORD by the COUNTY pursuant to this Agreement.

(b) Verification by the Seminole County Convention & Visitors Bureau Director that SANFORD 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, SANFORD shall maintain books, records and accounts of all activities in compliance with normal accounting procedures. Each Request for Funds Form shall detail costs incurred. SANFORD shall an interim Narrative Progress Report Form, attached hereto and incorporated herein as Exhibit "B," with the Request for Funds Form. Additionally, SANFORD 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 SANFORD 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. SANFORD 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 SANFORD as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by SANFORD after SANFORD has received such notice of termination. In the event there are any unused COUNTY funds, SANFORD shall promptly refund those funds to the COUNTY, or otherwise use such funds as the COUNTY directs.

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

Brady Lessard, Mayor
City of Sanford
Post Office Box 1788
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, SANFORD 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 SANFORD as provided hereinabove.

Section 15. Conflict of Interest.

(a) SANFORD 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) SANFORD 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 SANFORD 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*, SANFORD 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:

CITY OF SANFORD

rk carniceilli
JANET R. DOUGHERTY, City Clerk
Rachel carniceilli, Acting

By: 
BRADY LESSARD, Mayor

Date: 9/14/02

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
DARYL G. MCLAIN, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

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

County Attorney
AC/lbk
6/11/02 8/16/02
softball

Attachments:

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

EXHIBIT "A"

PROJECT EXPENSES:

Intended Utilization of Tourist Tax Funds

ASA	\$ 7,500
Printing/advertising	\$ 200
	\$
	\$
	\$
	\$
	\$
Total Tourism Funds:	\$ 7,700
Other Project Expenses	
Awards	\$1,500
Field Maintenance	\$2,000
Personnel expenses	\$5,000
Umpire expenses	\$1,000
Fees/Insurance	\$1,250
Ice/water/lunches/meeting supplies	\$2,300
Misc.	2,400
Total Other Project Expenses	\$15,450
TOTAL PROJECT EXPENSES	\$ 15,450
Profit (Loss)	\$20,650

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

EVENT NAME _____

ORGANIZATION _____

ADDRESS _____

CONTACT PERSON _____ TELEPHONE _____

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 _____

ORGANIZATION NAME _____

EVENT NAME _____

ADDRESS _____

CONTACT _____ PHONE (____) _____

() 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 (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 _____

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.