

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** ISA Orlando/Cocoa Softball Tournaments

**DEPARTMENT:** Tourism Development **DIVISION:** \_\_\_\_\_

**AUTHORIZED BY:** Suzan Bunn *Suzan Bunn* **CONTACT:** Suzan Bunn **EXT.** 2901

<b>Agenda Date</b> 12/20/05 <b>Regular</b> <input type="checkbox"/> <b>Consent X</b> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/> <b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>
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**MOTION/RECOMMENDATION:**

Approve and authorize Chairman to execute a marketing agreement between Seminole County and the Independent Softball Association Orlando/Cocoa for 6 tournaments to be held in 2006 at the Seminole Softball Complex.

**BACKGROUND:**

The Central Florida Sports Commission is requesting \$14,000 in bid guarantee funds for the six (6) ISA Orlando/Cocoa tournaments to be held at the Seminole Softball Complex in 2006. This is the 5<sup>th</sup> year that ISA Orlando/Cocoa has brought tournaments to Seminole County, each year exceeding their projections on room night and economic impact.

**Specifics:**

- Requested Amount: \$14,000 as bid guarantees for 6 tournaments
- Room Nights: 3,981
- Resort/Sales Tax: \$26,614
- Economic Impact: \$1,745,442
- Location: Seminole Softball Complex

TDC approved this expenditure at its November 10, 2005 Meeting. Funds are available and approved in Tourist Development Department's FY 05/06 budget.

Reviewed by:	
Co Atty:	<i>[Signature]</i>
DFS:	<i>[Signature]</i>
Other:	
DCM:	<i>[Signature]</i>
CM:	<i>[Signature]</i>
File No:	<u>CTD01</u>

**2006 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 December 1, 2005 through September 30, 2006, 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](http://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.

Jessica Wingate  
Witness  
Frances Sullivan  
Witness

ORLANDO-COCOA ISA  
By: [Signature]  
SEAN MEDER  
Date: 11/28/05

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.

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

Approved as to form and  
Legal sufficiency.

[Signature]  
\_\_\_\_\_  
County Attorney  
AC/lpk  
11/27/05  
2006 ISA SOFTBALL

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

**2005 - 2006 Orlando ISA Event Schedule**

<b>Tournament</b>	<b>Dates</b>	<b>Partic./Spec.</b>	<b>Economic Impact</b>	<b>Resort/Sales Tax</b>	<b>Room Nights</b>	<b>Bid Fee</b>
ISA Worth Tournament	March	570	\$ 145,860.00	\$ 2,653.39	540	\$ 2,000.00
ISA Easton Challenge	April	1,020	\$ 286,260.00	\$ 5,106.48	1,012	\$ 2,000.00
ISA World Championship	May	900	\$ 399,750.00	\$ 5,605.76	674	\$ 3,000.00
ISA Triple Crown NIT	July	2,340	\$ 580,656.00	\$ 8,224.47	1,020	\$ 2,500.00
ISA State Championship	August	990	\$ 217,776.00	\$ 3,162.12	420	\$ 2,500.00
ISA FedEx Cup	September	480	\$ 115,140.00	\$ 1,862.16	315	\$ 2,000.00
<b>Totals</b>	<b>6</b>	<b>6,300</b>	<b>\$ 1,745,442.00</b>	<b>\$ 26,614.38</b>	<b>3,981</b>	<b>\$ 14,000.00</b>

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 "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