

AMENDED AND RESTATED AGREEMENT BETWEEN ALACHUA COUNTY AND THE
GAINESVILLE SPORTS ORGANIZING COMMITTEE, INC. FOR A SPORTING
EVENTS BID POOL

THIS AMENDED AND RESTATED AGREEMENT is entered into this 10th day of October, 2006 between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Gainesville Sports Organizing Committee, Inc. doing business at 300 East University Avenue, Suite 100, Gainesville, Florida, hereinafter referred to as "Agency".

WITNESSETH

WHEREAS, the Agency provides services to promote sporting events in Alachua County by utilizing Tourist Development Tax to set up a bid process and bid pool; and

WHEREAS, the County finds that the activity is in the best interest of its citizens by providing marketing or advertising designed to increase tourist-related business activities within the County; and

WHEREAS, §125.0104, Florida Statutes provides that funding may be provided from the tourist development tax for this purpose; and

WHEREAS, the County and the Agency entered into an agreement dated May 9, 2000 for the provision of services by the Agency related to the promotion of sports events in Alachua County by utilizing the Tourist Development Tax to set up a bid process and bid pool; and

WHEREAS, the parties hereto previously entered into a First Amendment dated September 26, 2000, a Second Amendment dated May 28, 2002, and a Third Amendment dated May 27, 2003; and

WHEREAS, the parties wish to further amend and restate said agreement;

NOW THEREFORE, the parties agree to further amend and restate the original agreement dated May 9, 2000 as follows:

1. Term - This agreement shall commence on October 1, 2006 and continue through September 30, 2008 unless terminated as provided herein. The parties may extend the term of this agreement through an amendment approved by both parties.

2. Duties of the Agency - The Agency shall have and perform the following duties, obligations, and responsibilities to the County:

- a. Maintain a Sporting Events bid process and bid pool.
- b. Bid on events to be held in Alachua County, Florida. No less than 85% of the Bid Pool funds shall be used in the recruiting of existing events to Alachua County. No more than 15% of the Bid Pool funds shall be used in the aiding

or creation of inaugural events by the Agency or other local agencies.

Report the events the Agency has bid on and the status of the bids to the Visitors and Convention Bureau (VCB) regarding the amount of bid pool money applied to each event, the total direct dollar impact of the sporting event using the figures set forth in Exhibit A, and the number of room nights generated by each event. This report is to be submitted prior to renewal of the future year contract. Additionally, the Agency will present to the Tourist Development Council (TDC) at the end of the Fiscal Year a report focusing on the investment of funds to room night conversion and day visitors.

- c. Use the funds in accordance with the provisions of §125.0104, Florida Statutes.

3. Compensation - For all duties actually, timely and faithfully performed, the Agency will be paid as follows:

- a. The County agrees to provide funding up to a sum of One Hundred Ten Thousand Dollars (\$110,000) per Fiscal Year to be used during the bid process for sporting events to be held in Alachua County, Florida.
- b. The Agency may request funds for the following categories of expenses:
 - i. Bid deposits – The Agency may request advance payment for bid deposits. The Agency must attach a copy of the bid application to its invoice for the bid deposit. If Alachua County is not selected as a host site, the Agency shall return the deposit to the County, and the County shall credit the returned deposit to the bid pool funds.
 - ii. Travel expenses incurred during the bid process – Travel expenses will be paid on a reimbursement basis and in accordance with the County's travel policy. The Agency's invoice shall describe with reasonable particularity the travel, the date thereof, and the persons traveling.
 - iii. Event expenses – Event expenses will be paid on a reimbursement basis. Each request for reimbursement of event expenses shall include a copy of the official request for funds, letter of agreement, and/or contract to host or assist in hosting of the event(s) from the official sanctioning body, or their designated agent hereinafter referred to as HOST. Only expenses required by the above named documents by the HOST and agreed to by the Agency will be reimbursed by the County.
- c. The Agency shall clearly indicate next to each item invoiced whether that item is related to an "existing event" or an "inaugural event".
- d. The Agency's invoice shall be accompanied by such documentation data in

support of charges for which payment is sought as the County may require. Each invoice shall bear the signature of the Agency, which signature shall constitute the Agency's representation to the County that the services indicated in the invoice have reached the level stated; have been properly and timely performed as required herein; that the charges included in the invoice have been reasonably incurred in accordance with this Agreement; that all obligations of the Agency covered by prior invoices have been paid in full; that these amounts have been spent by the Agency for a public purpose in accordance with Florida Statutes, and have not been submitted to or reimbursed by the County or any other agency; and that the amount requested is currently due and owing, there being no reason known to the Agency that payment of any portion thereof should be withheld. Submission of the Agency's invoice for final payment shall further constitute the Agency's representation to the County that, upon receipt by the County of the amount invoiced, all obligations of the Agency to others, including its consultants, incurred in connection with this agreement, will be paid in full. The Agency shall submit invoices to the County at the following address:

Visitors and Convention Bureau
30 East University Avenue
Gainesville, FL 32601

- e. The County shall make payment to the Agency, of all sums properly invoiced under the provisions of this paragraph, in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes and the County's prompt payment procedures. Payments shall be made to the following address:

Gainesville Sports Organizing Committee, Inc.
300 East University Avenue, Suite 100
Gainesville, FL 32601

4. Notice - Except as otherwise provided in this agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, Agency's and County representative are:

County: Roland Loog
Visitors and Convention Bureau
30 East University Avenue
Gainesville, FL 32601

Agency: GSOC President
c/o Jack Hughes, Executive Director

300 East University Avenue, Suite 100
Gainesville, FL 32601

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Buddy" Irby
Clerk of the Court
Post Office Box 939
Gainesville, FL 32602
ATTN: Finance and Accounting

5. Default and Termination - The failure of the Agency to comply with any provision of this agreement will place the Agency in default. Prior to terminating the agreement, the County will notify the Agency in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Agency seven (7) days to cure the default. The VCB Director is authorized to provide written notice of termination on behalf of the County, and if the default situation is not corrected within the allotted time, the VCB Director is authorized to provide final termination notice on behalf of the County to the Agency.

The County may terminate the agreement without cause by first providing at least seven days (7) written notice to the Agency prior to the termination date. The County's VCB Director is authorized to provide written notice of termination on behalf of the County. The County will pay the Agency for all work satisfactorily completed prior to any notice of termination provided under this paragraph.

If funds to finance this agreement become unavailable, the County may terminate the agreement with no less than twenty-four hours notice in writing to the Agency. The County will be the final authority as to the availability of funds. The County will pay the Agency for all work satisfactorily completed prior to any notice of termination provided under this paragraph.

6. Records - All records relating in any manner whatsoever to this agreement, which are in the possession of the Agency shall be made available to the County for inspection and copying upon written request of the County and shall be kept for a period of three (3) years after the completion of all work to be performed or as required by Chapter 119, Florida Statutes (Public Records) and schedules published by the Bureau of Archives and Records Management, whichever shall be greater. Additionally, said records shall be made available, upon request by the County to any state, federal, or other regulatory authorities and any such authority may review, inspect and copy such records, except as considered confidential under Chapter 119, Florida Statutes.

7. Permits - The Agency will obtain and pay for all necessary permits, permit application fees, licenses or any fees required of the Agency to perform its services under this agreement.

8. Laws & Regulations - The Agency will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Agency is

presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If the Agency is not familiar with state and local laws, ordinances, code rules and regulations, the Agency remains liable for any violation and all subsequent damages or fines.

9. Indemnification - The Agency agrees to protect, defend, indemnify, and hold the County and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Agency further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Agency agrees that indemnification of the County shall extend to any and all work performed by the Agency, its subcontractors, employees' agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Agency's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Agency.

10. Assignment of Interest - Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

11. Successors and Assigns - The County and the Agency each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement

12. Independent Contractor - In the performance of this agreement, the Agency is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Agency is solely responsible for the means, method, technique, sequence, and procedure utilized by the Agency in the full performance of the agreement.

13. Collusion - By signing this agreement, the Agency declares that this agreement is made without any previous understanding, agreement, or connections with any persons, professionals, or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.

14. Conflict of Interest - The Agency warrants that neither it nor any of its employees has any financial or personal interest that conflicts with the execution of this agreement. The Agency shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

15. Prohibition Against Contingent Fees - The Agency warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Agency to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Agency any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

16. Third Party Beneficiaries - This agreement does not create any relationship with, or any rights in favor of, any third party.

17. Severability - If any provision of this agreement is declared void by a court of law, all other provisions will remain in full force and effect

18. Non Waiver - The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.

19. Governing Law and Venue - This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

20. Attachments - All exhibits attached to this agreement are incorporated into and made part of this agreement.

21. Amendments - The parties may amend this agreement only by mutual written agreement of the parties.

22. Captions and Section Headings - Captions and section headings used herein are for convenience only and shall not be used in construing this agreement.

23. Construction - This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.

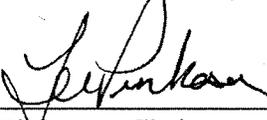
24. Counterparts - This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original.

25. Survivability - Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this agreement shall remain

enforceable against such party subsequent to such termination

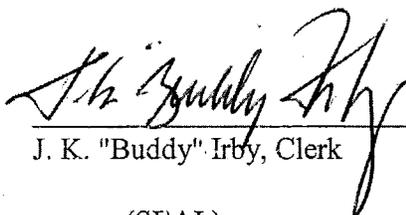
26. Entire Agreement - This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

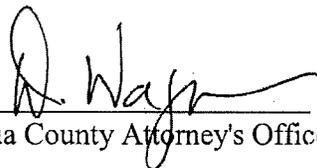
ALACHUA COUNTY, FLORIDA

By: 
Lee Pinkoson, Chair
Board of County Commissioners

ATTEST:

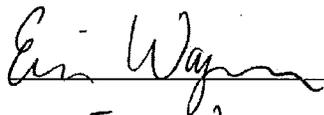
APPROVED AS TO FORM


J. K. "Buddy" Irby, Clerk
(SEAL)


Alachua County Attorney's Office

GAINESVILLE SPORTS ORGANIZING
COMMITTEE, INC.

Witnesses As to Agency


Print: Eric Wagner

By: 
Wendie Blumberg, President


Print: JOHN A. HUGHES

EXHIBIT A

Below is an example of how the VCB wishes to have Direct Dollar Impact reported. The will provide to the Gainesville Sports Organizing Committee standardized numbers to use in the formula for determining Direct Dollar Impact.

Event	Date	Attendance	Hotels	Room Nights	Total	Bid Pool Used	Direct \$ Impact
ABC Girls Softball	11/14/07	250	Hampton Hilton Best Western	25 50 50	125	2500	28000