

**ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

<b>AGENDA SECTION:</b> Consent Agenda/County Manager/VCB		<b>ITEM #:</b> 29C-092402
<b>MEETING DATE:</b> September 24, 2002	<b>DATE COMPLETED:</b> September 3, 2002	<b>TIME CERTAIN:</b>
<b>ITEM DESCRIPTION:</b> GSOC First Amendment		
<b>REQUESTED BY:</b>  VCB	<b>ORIGINATING DEPARTMENT:</b>  Co Mgr/Tourist Development	<b>PREPARED BY:</b> Lori Dobbs
		<b>PREPARER'S:</b> 373-2876
<b>DOCUMENT(S) REQUIRING ACTION:</b> Gainesville Sports Organizing Committee First Amendment		<b>AMOUNT:</b>  \$152,602.71

**EXECUTIVE SUMMARY:**

This amendment will: (1) clarify the payment amount and schedule of payments to be made to Gainesville Sports Organizing Committee (GSOC) for services rendered versus reimbursement; (2) allow for the option to renew the agreement upon mutual consent at the end of the current agreement; (3) updates the president and address change for the GSOC; and (4) provide the County the ability to terminate the agreement due to unavailable funds.

**BACKGROUND:**

On June 12, 2001, the Alachua County Board of Commissioners approved funding to the Gainesville Sports Organizing Committee (GSOC) out of the Visitors and Conventions Bureau (VCB) fund 002 at 16% of the estimated revenues for that fund. The County entered into an agreement with GSOC on October 23, 2001. This agreement did not clearly state that the \$10,000 membership fee for October 2001 and the subsequent years \$5,000 membership fees were separate from the 16% of the estimated revenues in the VCB fund 002. As a result of this omission, Finance and Accounting has not been able to pay the total of the intended agreement amount. The original agreement called for reimbursement payments to be based on current collections without any schedule for payments to GSOC. As a result, GSOC has invoiced the County based on the receipts applicable to GSOC operations and payments, at times throughout the year, have exceeded collected revenues. To avoid this situation, the amendment does the following: changes the payments based on service rendered versus reimbursement, establishes the amount of the agreement based on the amount of previous year's collections versus current, and sets a schedule of payments of 12 equal payments relevant to each fiscal year. Changing the basis of payment from current collections to previous year's collections provides for a set amount for each fiscal year allowing constant, even cash flows to GSOC. Changing from reimbursement to payment for services keeps GSOC and Finance and Accounting from having to juggle receipts for the set payments. GSOC will still be required to submit a monthly financial report along with the report of services rendered and monthly invoice. An annual audit is required. The president and address for GSOC has changed this year and the amendment updates this information. The original agreement Default and Termination section did not include language allowing the County to terminate the agreement based on the unavailability of funds. The amendment includes the standard language for default and termination which includes the ability to terminate due to unavailable funds.

**ISSUES:**

- 1) Without the amendment, GSOC cannot be compensated for the original agreed upon 16% of the VCB fund 002 revenues and membership fees.
- 2) The current Default and Termination language does not allow the County to terminate the agreement due to the availability of funds.

**FIRST AMENDMENT TO AGREEMENT  
BETWEEN ALACHUA COUNTY AND  
GAINESVILLE SPORTS ORGANIZING COMMITTEE**

THIS FIRST AMENDMENT TO AGREEMENT, made and entered into this

24 day of September, A.D., 2002, by and 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, hereinafter referred to as "Agency":

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated October 23, 2001, for the provision of sports organizing services that will generate hotel/motel room nights in Alachua County in connection with the Agency's sanctioned or hosted sports events; and,

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend the October 23, 2001, agreement as follows:

Section 1, ***Term of Contract*** is amended in its entirety to read:

Section 1. Term of Contract. This agreement shall commence on the 1<sup>st</sup> day of October 2001, and shall continue through September 30, 2006 with the option to renew for the subsequent five years upon mutual consent.

Section 2. Section 3, ***Method of Reimbursement*** is amended in its entirety to read:

Section 3. Method of Reimbursement – shall be deleted completely.

Section 3, Section 4, ***Compensation***, is amended in its entirety to read:

Section 4. Compensation. For all duties actually, timely and faithfully performed

the Agency will be paid as follows:

- a. In consideration of the services performed by the Agency as outlined in Section 2(b), the Agency shall be paid annually by the County's Visitors and Convention Bureau as follows: \$10,000 October, 2001 and \$5,000 in October of each subsequent year of this agreement.
- b. In consideration of the services performed by the Agency as outlined in Section 2 (a), the County agrees to compensate the Agency an amount not to exceed 16% of 99% of the first two cents of the Tourist Development Tax received in the previous fiscal year.
  1. The Agency shall submit a monthly invoice equaling one twelfth (1/12) of 16% of 99% of the first two cents of the Tourist Development Tax received in the previous fiscal year. The Agency shall submit along with the monthly invoice a monthly report attached hereto as Exhibit C.
  2. The Agency's invoice shall describe with reasonable particularity each service rendered, the date thereof, and the person(s) rendering such service. The Agency's invoice shall be accompanied by such documentation or data in support of the 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, 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 final invoice, all obligations of the Agency to others, including its consultants, incurred in connection with this agreement, have been paid in full. The Agency shall submit invoices to the County at the following address:

Visitors and Convention Bureau  
c/o Roland Loog  
30 East University Avenue  
Gainesville, FL 32601

Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Florida Prompt Payment Act") and the Alachua County Prompt Payment Procedure. (Available at <http://www.co.alachua.fl.us>)

Section 4. Section 5, **Notice** is amended in its entirety to read:

Section 5. 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, Director  
Visitors and Convention Bureau  
30 East University Avenue  
Gainesville, FL 32601

Agency: Donald K. Robertson, President  
c/o Jack Hughes, Executive Director  
Gainesville Sports Organizing Committee  
300 East University Avenue, Suite 100

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

Section 5. Section 6, ***Default and Termination*** is amended in its entirety to read:

Section 6. 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. Roland Loog 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 Visitors and Convention Bureau Director is authorized to provide final termination notice on behalf of the County to the Agency.

If the Agency files a bankruptcy petition, the County may terminate this agreement effective on the date the Agency filed the bankruptcy petition with the court.

The County may terminate the agreement without cause by first providing at least thirty (30) days written notice to the Agency prior to the termination date. The County's Visitors and Convention Bureau Director is authorized to provide written notice of termination on behalf of the County.

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

completed prior to any notice of termination.

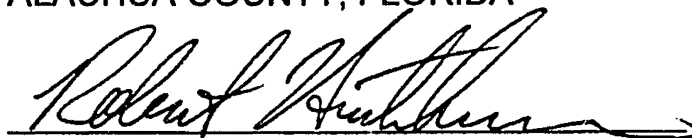
SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original agreement between the parties, dated October 23, 2001, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

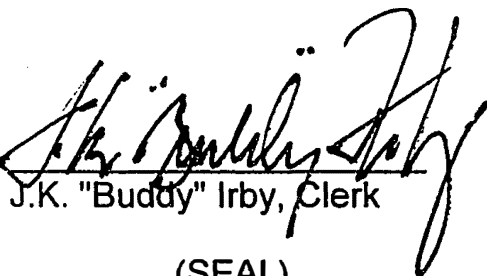
ATTEST:

BY:




Board of County Commissioners  
ROBERT HUTCHINSON, CHAIR

APPROVED AS TO FORM:

  
Alachua County Attorney's Office  
J.K. "Buddy" Irby, Clerk  
(SEAL)

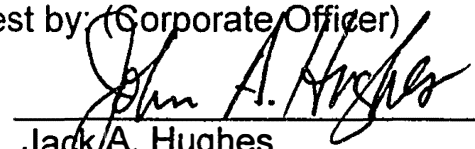
GAINESVILLE SPORTS ORGANIZING COMMITTEE

BY:

  
Donald K. Robertson, President

Attest by: (Corporate Officer)

By:

  
Jack A. Hughes  
Executive Director

**EXHIBIT C**

**Invoice No. XX**

Gainesville Sports Organizing Committee  
300 East University Avenue  
Suite 100  
Gainesville, Florida 32601

Date

To: Alachua County VCB  
30 E. University Ave  
Gainesville, FL 32601

RE: Purchase Order No. \_\_\_\_\_

Professional Services provided from \_\_\_\_\_ to  
\_\_\_\_\_ by Gainesville Sports Organizing Committee in  
accordance with above referenced purchase order number and agreement for  
the provision of sports organizing services.

**AMOUNT DUE      \$00,000.00**

I have reviewed the attached expense report and find it to be accurate and within  
the guidelines of GSOC expenses. I approved each expense to be paid and  
certify that each payment has been spent for a public purpose in accordance  
with Florida Statutes and have not been submitted to or reimbursed by any other  
agency.

\_\_\_\_\_  
John A. Hughes, Executive Director  
Gainesville Sports Organizing Committee

Please remit to: GSOC  
300 E. University Ave., Suite 100,  
Gainesville, FL 32601

# Gainesville Sports Organizing Committee, Inc.

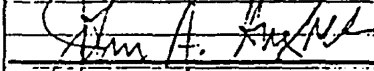
## Alachua County Reimbursement Package

December 1 - 20, 2001

Name/Company	Description	Amount	Check #	Item #
SunTrust	Payroll Liability	\$5,607.34	2768	1
Jack Hughes	Payroll	\$1,733.93	556	2
Matt Dunn	Payroll	\$1,145.77	557	3
Premium Funding	Liability Insurance	\$698.88	565	4
IOS Capital	Copier Lease	\$132.37	564	5
Howard Neuman	Office Supplies	\$65.65	563	6
GRU	Utilities	\$115.62	562	7
DOCS	Office Supplies	\$60.78	561	8
Culligan	Water	\$31.38	560	9
City of Gainesville	Parking Permit	\$270.00	574	10
Premium Funding	Liability Insurance	\$698.88	588	11
Porters	Rent	\$2,226.00	587	12
James Moore	Accounting	\$150.00	586	13
ITC Delta Com	Telephone	\$296.40	585	14
IKON	Copier Use	\$87.95	584	15
HRH	Officers Liability	\$1,625.00	583	16
FedEx	Postage	\$15.08	582	17
DOCS	Office Supplies	\$23.85	581	18
Atlantic.net	Internet	\$148.95	580	19
Alltel	Cell Phone	\$192.11	579	20
Scott Underwood	Payroll	\$369.40	578	21
Matt Dunn	Payroll	\$1,145.77	577	22
Jack Hughes	Payroll	\$1,733.93	576	23
Total		\$18,575.02		

I have reviewed the above expenses and find them to be accurate and within the guidelines of GSOC expenses.

I have approved each of these expenses to be paid and certify that these amounts have been spent for public purpose in accordance with Florida Statutes and have not been submitted to or reimbursed by any other agency.

  
 John A. Hughes  
 Executive Director, Gainesville Sports Organizing Committee, Inc.





# 2002 Schedule of Events

	<u>Date</u>	<u>Hotel</u>
Florida Sports Club Festival Wrestling	January 5	Holiday Inn - Univ.
Florida Sports Club Festival Women's Lacrosse	January 5 & 6	UCH
Florida Sports Club Festival Synchronized Swimming	January 6	UFDHCC
United States Tennis Association 10K	January 13-20	Sheraton
Florida Sports Club Festival Heat Strokes II Winter Rowing Camp	January 18 - 21 January 24 - 27	Sheraton Sheraton
Special Olympics Florida State Basketball Championships	January 25-26	Various
ASA Pro Am Archery Tournament	February 8 - 10	Various
Florida Sports Club Festival Cycling	February 22 - 24	Holiday Inn - West
NHRA Sportsman Drag Racing Series (Gainesville Raceway)	February 22 - 24	-
AMA Prostar Motorcycle Sunshine Nationals (Gainesville Raceway)	March 1 - 2	-
Florida Scholastic Chess Tournament	March 1 - 3	Sheraton
National Woman's Wheelchair Basketball Tournament	March 6 - 9	Holiday Inn - West
Florida Swimming Junior Olympics	March 7 - 10	TBD
MacTools NHRA Gatornationals (Gainesville Raceway)	March 14 - 17	-
Gainesville Area Rowing Crew Classic	April 13	TBD
USA Cycling Collegiate National Championships	May 2 - 12	TBD
Import Nationals (Gainesville Raceway)	May 13 - 14	-
GSOC Business of Sports Seminar	May 30-31	UFDHCC
Fun Ford Weekend (Gainesville Raceway)	June 7 - 9	-
National Barrel Horse Association Florida State Finals	June 14-16	TBD
AAU Florida Track & Field State Championships	June 19 - 23	Various
Gainesville Area Rowing Masters Regatta	July 13	TBD
GSOC Golf Classic	August 24	-
Gone Riding Florida State Championship Mountain Bike Series (Reddick)	September 15	-
American Junior Golf Association Post Season Junior Tournament	September 20 - 22	UFDHCC
Dodge Florida Shootout	September 22 - 23	Days Inn
Florida Special Olympics Golf Championships	September 28 - 29	TBD
Gainesville Area Rowing Gator Head Regatta	October?	TBD
Gainesville Area Rowing Ergo-a-thon Fundraiser (GHFC)	October 5 - 6	-
Adult Learn to Row (Newman's Lake)	October 7 October 13	- -
Gainesville Senior Games	October 17-20	TBD
Gone Riding Florida State Championship Mountain Bike Series (Bellevue)	October 20	-
Super Chevy Show (Gainesville Raceway)	October 25 - 27	-

Timucua Conference Cheerleading Competition	October 26	TBD
Gone Riding Florida State Championship Mountain Bike Series (Gainesville)	October 27	TBD
SFCC Junior College Basketball Invitational	November 1 - 37	TBD
GSOC Sports Recognition Banquet	November 6	TBD
AMA Prostar Motorcycle World Finals (Gainesville Raceway)	November 8 - 10	-
3 <sup>rd</sup> Annual Run with the Big Dogs 5K	November 9	-
Gator Swim Club Holiday Winter Classic Swim Meet	Dec. 6 - 8	TBD
Gone Riding Florida State Championship Mountain Bike Series (Reddick)	December 15	-

SAMPLE

# *Report to the Alachua County Tourist Development Council*

## *Activities of the Gainesville Sports Organizing Committee*

*(December 21, 2001)*

*Note: Latest information listed in italics*

Our Mission is to be the leading voice of the sports industry in Alachua County; to foster economic development through sports utilizing public and private sector resources; to build an understanding in the community of the importance of sports; to recruit and create sports events that have a positive economic impact on the community; and to do so with skill while meeting all industry professional standards.

### Recent Activities

***Florida Special Olympics Golf Championship:*** Encouraged the return of this annual event in September. Played at Ironwood Golf Course nearly 200 Special Olympians participated in the state tournament. Florida Special Olympics has not reported the room nights that they purchased. Last year about 200 room nights were generated.

*December: Made second request for room nights from September FSO Golf Championship.*

***Gainesville Senior Games:*** Produced as a "local qualifier" for the Florida Senior Games Championships, this first-year event received more than 400 registrations and had 344 participants in 13 sports during October. Room nights reported were minimal though we are aware that of the 344 who participated 154 were from throughout Florida, Minnesota, Tennessee, Georgia and Alabama.

Having successfully hosted this event, we have begun planning for October 2002, to again host this local qualifier. This year's event garnered sponsorship from the University of Florida Institute on Aging, AvMed, HealthSouth, Shands HealthCare, Oaks Mall, North Florida Regional Medical Center, Silver Springs, the City of Gainesville, WB 53, Fox 51, the Gainesville Sun, and Alachua County.

Additionally, last Friday, we met with the VP of the National Senior Games in Baton Rouge to determine if a joint bid by the GSOC and The Villages in Lake Mary, FL would be seriously considered for 2007. We had a very positive response.

Also, the request for proposals from the Florida Sports Foundation for hosting of the 2003 and 2004 Florida Senior Games Championships is due any day. We are seriously considering a joint bid on these state games with The Villages.

**December Report:** Continue to work toward National Bid. State bid information not yet available, but expected in January for 2003 and 2004 hosting information.

**December Report II:** Learned that while UF President Young wrote letter of support and commitment for assistance in obtaining facilities (except for O'Connell Center and UAA), the June/July dates were unable to be secured for 2007 due to history of camps during that time. Began investigating August dates after getting commitment from NSGA to permit late submission of bid. During this time, learned that The Villages intended to bid on the state games separately and also withdrew their support of national bid.

On December 20, 2001, GSOC Board of Trustees agreed with staff that we should end our effort to bring 2007 National Games to Alachua County, focus on getting 2003 and 2004 Florida Senior Games Championships here, and commit funds from bid pool ear-marked for national bid to other events.

#### **Post September Adjustments**

We assisted the Gator Swim Club and Diamond Sports Park in moving of their December events to avoid conflict with the rescheduled Florida-Tennessee Game.

**Gator Swim Club Holiday Swim Classic:** We are again supporting this December tournament and continue to help make it a better attended event. Being hosted the weekend of December 29.

Successful event held. Early indications are that more than 850 room nights generated from the 30-plus teams in attendance.

**Diamond Sports Holiday Invitational Baseball Tournament:** We continue supporting this event that had declined in participation. Numbers are up and we are attempting to find additional fields for Diamond Sports Park to permit entry of four teams now on the stand-by list.

December: 55 teams during the two weekend event resulted in an estimated 330 room nights.

**Florida Sport Club Festival:** We continue to assist the Hospitality Council in the production of this multi-sport event that will take place in January-February.

In December, \$300 was committed toward a fencing component to the festival. Lacrosse dropped, and synchronized swimming camp substituted for competition.

**Florida Special Olympics Basketball Championships:** We have been asked to assist again in hosting this event during the last weekend in January. We will have minimum involvement with the FSO Florida Basketball Tournament from a staffing perspective. We still have \$1,500 committed to support this event scheduled for the last weekend in January 2002.

## Upcoming Events

**2002 ASA Florida Pro-Am:** Now scheduled to return in the first week in February, this long-running event will generate about 3,500 room nights from the more than 1,600 participants expected to return to the Gainesville Raceway.

**2002 National Women's Wheelchair Basketball Tournament:** Scheduled for the first weekend in March, we expect to generate about 750 room nights from the nine or ten teams expected to participate during this 5-day event. There is a possibility that the dates of the event (now set for March 5-9) will be moved to avoid conflicting with a national men's tournament that has been rescheduled.

*On December 4 determined that moving of the dates will not be necessary. Ten teams now expected. Holiday Inn University to be host hotel.*

**2002 GSOC Business of Sport Seminar:** In 2001 this event was primarily a local event. Now, the GSOC is partnering with the University of Florida College of Health and Human Performance. We have expanded the event to include a second track of seminars that cover the topic of "Ethics in Coaching." Our aim is to increase participation to about 300 coaches, students (from SE US universities), and local interested parties. The event is scheduled for early June.

## Contracts Pending

**2002 AAU Florida Track and Field Championships:** We have the contract for review and should jointly sign with the Gainesville Striders next week. About 1,500 participants from age 9-19 will participate in this national qualifier event at Percy Beard Track during June of 2002.

On November 30, Met with Roland Williams at the National AAU headquarters in Orlando. Provided new cancellation contract language with reimbursement clauses should the event not be held. This language suggested by GSOC legal council. Contract ready for signing once changes agreed to are added. Will attend January 26 meeting with Gainesville Striders to recruit teams and provide hotel information to coaches and families.

*December: Contract has been signed.*

**2003 US Synchronized Swimming Age Group Championship:** Held in 1999 as the Baquacil Age Group Championships, this event that generated about 3,500 room nights from 900 participants is expected to generate nearly 5,000 room nights during the 10-day event scheduled for the O'Connell Center Pool June/July 2003. The contract should be signed by our board on November 15.

*December: Signed contract and have begun assigning duties to staff.*

**American Junior Golf Association Post Season Qualifying School:** We are considering hosting this new event of the AJGA at one of three courses locally.

While only 250-300 room nights will be generated during this September tournament in 2002 (Tennessee away), successfully hosting this will open the door for us to host a larger summer event for boys and girls junior golfers.

Site visit by Jason Etzen and Peter Ripa of AJGA. Showed them Gainesville Country Club, UF Bostwick Golf Course, and Ironwood. Received phone call on December 3. They want to do the qualifying school at the Bostwick Course in 2002 and again in 2003. Each year will require a bid fee of \$10,000. 2003 is also likely year to host a tour stop.

*December:* After site visit we were offered two-year agreement to host this event in September at the Bostwick Golf Course on the UF campus. Contracts are being reviewed and discussions on bid pool fund commitment underway internally.

#### Other Events Being Considered

**Cooperstown Classic Qualifying Tournaments:** We have had initial discussions with Diamond Sports Park about cooperating in hosting of a series of tournaments in 2002 to generate room nights throughout the summer above those that they already produce. Each of four weekend events should generate a minimum of 250 room nights each. The overall winner of the tournament would be admitted free to the Cooperstown Classic Tournament in 2003. If successful, this tournament would continue for at least 5 years.

*December:* Discussions continue, but it appears we are close to developing all business points to do this event in conjunction with Diamond Sports Park.

**Florida and National Senior Games:** We have described this effort above. Our national bid is due on December 21, 2001.

#### **National Barrel Horse Association Florida State Finals:**

*December:* Committed 2002-2003 bid pool support. Developing letter of agreement.

#### **USTA \$10K**

*December:* Assisting University of Florida Athletic Association in hosting this event in January. No funds committed, but we will provide volunteers and process all fees for players through our account once the UAA provides us a \$10,000 check to cover this. In discussions with UAA Associate Athletic Director, Anne Marie Rogers, should this event be successful, we may seek to host the event over the next two years.

#### **SFCC Basketball Invitational**

*December:* Began discussions toward hosting this event during Florida-Georgia Weekend in 2002.

## **Other Activities**

***Healthy Communities Initiative:*** We participated in this process and were involved in convincing those other participants to choose "Recreation for All Ages" as the first study topic to be undertaken. We are involved in this because an increase in recreation opportunities for our citizens will result in better and hopefully more sports facilities that could be used in hosting events. We are also aware that this initiative will help expand our base of volunteers that might host events themselves or partner with us in events that we host.

***Alachua County Countywide Recreation Master Plan:*** Staff and some of our members serve on the steering committee assisting the Alachua County Parks Department and the Recreation and Open Space Committee in developing a comprehensive recreation master plan. This, too, is done to increase recreational opportunities and hopefully expand event possibilities.

SAMPLE