

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

EM **91R-102301**

AGENDA SECTION: Regular Agenda, County Manager/VCB

MEETING DATE:

October 23, 2001

DATE COMPLETED:

August 20, 2001

TIME CERTAIN:

ITEM DESCRIPTION: Gainesville Sports Organizing Contract for Development of Sporting Programs

REQUESTED BY:

Visitors/Convention Bureau

ORIGINATING DEPARTMENT:

Visitors/Convention Bureau

PREPARED BY:

Dorothy Brown

PREPARER'S PHONE #:

2209

DOCUMENT(S)
REQUIRING
ACTION:

5 year Agreement with Gainesville Sports Organizing Committee

AMOUNT:

Est. \$144,280
16% of 99% of first two
cents of tourist tax

EXECUTIVE SUMMARY:

On June 12, 2001, the Alachua County Board of County Commissioners approved the elements of the reallocation plan for the tourist tax. The Visitors and Convention Bureau was allocated 99% of the first 2 cents of the 3% tourist tax to strengthen programs that increase the tax. Of that 99%, the Visitors and Convention Bureau wishes to allocate 16% to the Gainesville Sports Organizing Committee to provide sports organizing services that will generate hotel/motel room nights in Alachua County in connection with the Agency's sanctioned and hosted sports events. This agreement is for 5 years.

BACKGROUND:

On June 12, 2001, the Alachua County Board of County Commissioners approved a funding plan for the reallocation of the tourist tax consisting of 4 elements: 1) The Visitors and Convention Bureau Element to strengthen programs that increase the tax to include the VCB operation, the Welcome Center, GSOC, GSOC Bid Pool, NHRA, Film Commission, and Hospitality Council; 2) Board's Special Projects Element to be set aside to provide Board funding for a major project(s); 3) Grant Element to be administered through a Memorandum of Understanding with the Tourist Development Council; 4) Destination Enhancement Element to be administered by the City of Gainesville through an interlocal agreement.

ISSUES: None

ACTION

Recommendation: Approve the 5 year contract with GSOC

Alternative #1: None

RECEIVED 9:15

OCT 22 2001

COUNTY MANAGER'S OFFICE

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

FISCAL IMPACT

Recommendation: This contract will authorize reimbursement by the Visitors and Convention Bureau to the Gainesville Sports Organizing Committee of eligible expenses up to 16% of 99% of the budgeted first two cents of the tourist tax.

Alternative #1: none

Funding Sources: Tourist Tax

Account Code: 002-4510-551-4800

ATTACHMENTS: Contract with Gainesville Sports Organizing Committee

SUGGESTED REFERENCE MATERIAL: Tourism Strategic Plan

 DEPARTMENT DIRECTOR	 OMB & CONTRACTS	 AGENDA OFFICE	 LEGAL	 COUNTY MANAGER
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COMMISSION ACTION:

Approved: _____

Denied: _____

Additional Action: _____

REVISED JULY 17, 2001

AGREEMENT

This agreement is entered into this ____ day of _____, 2001 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and the Gainesville Sports Organizing Committee, Inc, doing business at 11 West University Avenue, Ste 1, Gainesville, FL 32601, hereinafter referred to as "Agency".

WITNESSETH

Whereas, on June 12, 2001 the Board of County Commissioners approved the allocation of 16% of the 99% of the first two cents which were allocated to the Visitors and Convention Bureau from the Tourist Development Tax to the Gainesville Sports Organizing Committee to be used to strengthen and develop sporting programs that increase the tax.

Whereas, §125.0104, Florida Statutes provides that funding may be provided from the tourist development tax for this purpose.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. Term of Contract - This agreement shall commence on the 1st day of October 2001, and shall continue through September 30, 2006, unless terminated as provided herein.
2. Scope of Services
 - a. The Agency agrees to provide to the County, sports organizing services that will generate hotel/motel room nights in Alachua County in connection with the Agency's sanctioned and hosted sports events. The Agency agrees to track all Agency sanctioned or hosted events to comply with the "Monthly Gainesville Sports Organizing Committee Report", a sample is attached hereto and incorporated herein as Attachment "A". The Agency agrees to use the funds provided under this agreement only for purposes authorized under the provisions of Section 125.0104, Florida Statutes.
 - b. For the membership fees outlined in Section 4 (a), the Agency shall provide sponsorship and consulting benefits to the Alachua County Visitors and Convention Bureau for Olympic related marketing and/or sports or similar events related to community wide tourism events. The Agency shall provide, on at least a quarterly basis, a separate report outlining the marketing efforts taken in relation to this section.
3. Method of Reimbursement - 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, the County agrees to reimburse the Agency an amount not to exceed 16% of 99% of the first two cents of the Tourist Development Tax collected from October 1, 2001 through the termination date of this agreement. All services reimbursed must be for obligations incurred during the period of this agreement

- b. The Agency shall promptly submit requests for reimbursement to the County on a monthly basis, with appropriate invoices attached, for actual expenditures incurred under this agreement, subject to the limitations provided for in Section 2 (a) hereof. The Agency must submit to the County the "Monthly Gainesville Sports Organizing Committee Report", in the form attached hereto as Attachment "A", on a monthly basis in order to receive any payments from the County.
- c. The County, on a monthly reimbursement basis, will reimburse the Agency for costs in the following categories:
 - i. Personnel
 - ii. Employee benefits, non-salary (includes any unemployment and Workers' Compensation).
 - iii. Professional fees, dues and publications.
 - iv. Supplies
 - v. Telephones (local and long distance)
 - vi. Postage
 - vii. Occupancy expenses (includes rent and utilities)
 - viii. Printing, promotion and advertising expenses.
 - ix. Approved staff travel, which shall be within the guidelines of Section 112.61, Florida Statutes
 - x. Insurance
 - xi. Equipment repair and maintenance
 - xii. Expenses involved in promoting, bidding and hosting agency events.
 - xiii. Any other costs and expenses incurred for a public purpose in accordance with Florida Statutes.
- d. All requests for reimbursement will be packaged and will contain the following:
 - i. A copy of the paid invoice from the vendor; or, payroll records containing gross pay, amounts withheld, taxes withheld and matched;
 - ii. A copy of the check written by the Agency to pay the bill;
 - iii. A cover letter on the reimbursement package that enumerates by category the reimbursement requested and contains a certification by the Agency's chief executive officer 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 any other agency.

4. Compensation

- a. A membership fee shall be paid annually to the Agency by the County's Visitors and Convention Bureau as follows: \$10,000 in October, 2001 and \$5,000 in October of each subsequent year of this agreement.
- b. As a condition precedent for any payment, the Agency shall submit an invoice to the County requesting payment for services properly rendered. 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 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 Contract, 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 reimbursement request, 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>)

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: Thomas D. Collett, President
Co Jack Hughes, Executive Director
Gainesville Sports Organizing Committee, Inc.
11 West University Avenue Ste 1
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

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. The Director of the Visitors and Convention Bureau 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 County Manager is authorized to provide final termination notice on behalf of the County to the Agency.

7. Audits, Records and Reporting - The Agency will:
 - a. Retain all records relating to this agreement for five years after the completion of all work is performed. The Agency will make available to the County any and all records relating to this agreement for copying and inspection upon written request of the County. Furthermore, the Agency will make any records relating to this agreement available to any state, federal or regulatory authorities who may wish to review, inspect or copy these records.
 - b. Submit to the Director of the County's Visitor and Convention Bureau and to Finance and Accounting a copy of the Agency's current annual budget and any subsequent budget amendments.
 - c. Submit to the Director of the County's Visitor and Convention Bureau and to Finance and Accounting a copy of the Agency's Annual audit.
 - d. Submit to the Director of the County's Visitor and Convention Bureau and to Finance and Accounting a copy of the "Monthly Gainesville Sports Organizing Committee Report" in the form attached hereto as Attachment "A".
 - e. Maintain financial records and reports relating to utilization of the funds and submit financial reports (in a format acceptable to the County) to Finance and Accounting on a monthly basis.
 - f. Maintain books, records, documents, invoices and other evidence and accounting procedures and practices as well as permit the Agency to sufficiently and properly reflect all direct costs of any nature associated with the program.
 - g. Permit such records described as described above to be subject to inspection, review and audit by the Alachua County Finance and Accounting Department, Alachua County Internal Audit, or Alachua County's independent Auditors.
8. Monitoring - The Agency shall permit the county to monitor the special events and shall allow the county's official representative to attend all meetings of the Agency's Board of Directors.
9. 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.
10. Indemnification - The Agency agrees to protect, defend, indemnify, and hold the County and director and their 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.

11. Insurance - The Contractor will procure and maintain insurance throughout the entire term of this agreement of the types and in the minimum amounts detailed in Attachment "B".
12. Assignment of Interest - Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.
13. Successors and Assigns - The County and 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 .
14. 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.
15. Collusion - By signing this agreement, the Agency declares that this agreement is made without any previous understanding, agreement, or connections with any persons, Agencies or corporations and that this agreement is fair, and made in good faith without any outside control, collusion, or fraud.
16. Conflict of Interest - The Agency warrants that it nor any of its employees have 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.
17. Third Party Beneficiaries - This agreement does not create any relationship with, or any rights in favor of, any third party.

18. 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.
19. Non Waiver - The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.
20. Governing Law and Venue - This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
21. Attachments - All exhibits attached to this agreement are incorporated into and made part of this agreement by reference.
22. Amendments - The parties may amend this agreement only by mutual written agreement of the parties.
23. Captions and Section Headings - Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
24. 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.
25. Entire Agreement - This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

APPROVED AS TO FORM

Robert Newport
Alachua County
Attorney's Office

ALACHUA COUNTY

By: Robert Newport VICE-CHAIR
for Dave Newport, Chair
Board of County Commissioners

ATTEST (Agency)

By: John A. Hughes
Print: John A. Hughes
Title: EXECUTIVE DIRECTOR

Gainesville Sports Organizing Committee, Inc.

By: Thomas D. Collett
Print: Thomas D. Collett
Title: President

ATTEST:

J.K. "Buddy" Irby
J.K. "BUDDY" IRBY, CLERK



Gainesville Sports Organizing Committee, Inc.

11 West University Avenue Suite 1 Gainesville, FL 32601
352.338.9300 FAX 352.338.0600

ATTACHMENT "A"

Tom Collett
President
TDC Entertainment

Don Robertson
Vice-President
Gainesville Raceway

Stacey Hayes
Treasurer
SunTrust Bank

Robert Carpentieri
Past-President
Gainesville Sun

Sue Maclean
Secretary

Frank Saier
Legal Counsel
Scruggs & Carmichael, P.A.

Steven Burkhardt
Burkhardt Sales & Service

Casey Smith
Chris Collinsworth Classic

Greg Dyer
ALLTEL Communications

Lynn Dowling
Dowling Signs

Jim Glicco
TECO Peoples Gas

Jim Islam
Florida Food Service

John Ives
Buy.Com Florida Classic

Bill Iwinski
Ironwood Golf Course

Ed Jennings, Jr.
Jennings Development Group

Eric Jewell
Magic 101.3

Greg McGarity
University Athletic Association

Mark McGriff
State Farm Insurance

Perry McGriff
State Farm Insurance

Rick Mulligan
Cot Communications

Ed Poppell
University of Florida

Jack Hughes
Executive Director

July 2, 2001

Mr. J.K. "Buddy" Irby, Clerk of Courts
Alachua County
PO Box 939
Gainesville, FL 32602

Attention: Accounting and Finance

RE: Monthly Report: June 2001

Please find enclosed the June 2001 report for the Gainesville Sports Organizing Committee. Included, you will find the following:

- Reimbursement Package: Cover letter and invoices/receipts
- Bid and Activity Tracking Report
- GSOC Upcoming Events

If you have any questions or concerns, please call 338-9300.

Sincerely,

John A. (Jack) Hughes
Executive Director, GSOC

Enclosures

*Final Payment
0/150 Pay
\$15,548.04
dub
7/5/2001*

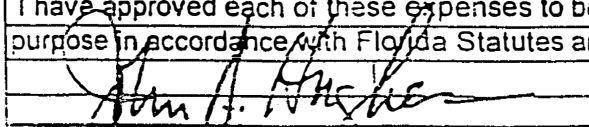
Gainesville Sports Organizing Committee, Inc.**Alachua County Reimbursement Package**

July 2001

Name/Company	Description	Amount	Check #	Item #
ITC Delta Com	Phone	\$342.68	386	1
Covad Business	Internet	\$141.26	365	2
Blue Cross/Blue Shield	Health Insurance	\$1,292.70	378	3
James Moore & Co	Annual Audit	\$4,839.05	387	4
IKON	Copier Usage	\$46.22	385	5
FSF	Membership Dues	\$200.00	382	6
Craig Blau	Computer Repairs	\$239.00	380	7
Authentic Digital Printing	Office Supplies	\$16.43	377	8
Alltel	Mobile Phone	\$16.69	376	9
Porters Management	Rent	\$2,226.00	389	10
Craig Blau	Computer Equipment	\$1,057.00	366	11
DOCS	Office Supplies	\$60.74	381	12
GRU	Electricity	\$234.06	368	13
OS Capital	Copier Lease	\$132.37	369	14
DOCS	Office Supplies	\$57.23	367	15
Suntrust	Payroll Liability	\$2,605.54	2711	16
Eric S. Miller	Payroll	\$654.34	361	17
Mathew Dunn	Payroll	\$874.20	363	18
William Richards	Payroll	\$403.75	364	19
John A. Hughes	Payroll	\$1,733.93	362	20
William Richards	Payroll	\$403.75	375	21
Scott Underwood	Payroll	\$369.40	374	22
Mathew Dunn	Payroll	\$874.19	373	23
John A. Hughes	Payroll	\$1,733.92	372	24
Eric S. Miller	Payroll	\$645.34	371	25
City of Gainesville	Parking Permits	\$135.00	390	26
	Total	\$21,334.79		

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.

ATTACHMENT B

TYPE I - INSURANCE REQUIREMENTS

A. General

Before starting and until acceptance of the work by the County, the contractor shall procure and maintain insurance of the types and to the limits specified in paragraphs (1) to (4) inclusive below.

The contractor shall require each of his subcontractors to procure and maintain, until completion of that subcontractor's work, insurance of types and to the limits specified in paragraphs (1) to (3) inclusive below. It shall be the responsibility of the contractor to ensure that all his subcontractors meet these requirements.

B. Coverage

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

1. **Workers' Compensation** - Coverage to apply for all employees at the STATUTORY limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers, Act and Jones Act; in addition, the policy must include EMPLOYERS LIABILITY for limits of \$100,000/each accident; \$500,000/disease - policy limit; \$100,000/disease - each employee.
2. **Commercial General Liability** - Coverage must be afforded, under a per occurrence form policy, including Premise Operations, Independent Contractors, Products and Completed Operations, Broad Form Property Damage Endorsement, with a Hold Harmless and Named Additional Insured Endorsement in favor of the County for limits not less than \$500,000/general aggregate; \$500,000/products-completed operations (aggregate); \$500,000/personal injury-advertising liability; \$500,000/each occurrence; \$25,000/fire damage legal; \$5,000 medical payments.
3. **Business Auto Policy** - Coverage must be afforded including coverage for all Owned vehicles, Hired/Non-Owned vehicles, with an Additional Named Insured Endorsement in favor of the County, for a combined single limit (bodily injury and property damage) of not less than \$500,000/combined single limit (Bodily Injury/Property Damage); personal injury protection-statutory limits; \$500,000 uninsured/under Insured motorist; \$500,000/ hired/non-owned auto liability.

C. Certificate of Insurance

Certificates of all insurance required from the contractor shall be filed with the Alachua County Board of County Commissioners as the Certificate Holder, before operations are commenced. The insurance indicated on the Certificate shall be subject to its approval for adequacy and protection. The certificate will state the types of coverage provided, limits of liability and expiration dates. Alachua County Board of County Commissioners shall be identified as an Additional Named Insured for each type of coverage required by paragraphs (1) to (3) above. The required certificates of insurance may refer specifically to this contract and section and the above paragraphs in accordance with which such insurance is being furnished, and may state that such insurance is as required by such paragraphs of this contract.

The contractor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. In addition, the Alachua County Board of County Commissioners will be shown as Additional Named Insured, with a Hold Harmless Agreement in favor of the County, where applicable. The certificate should also indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

If the initial insurance expires prior to the completion of the work, renewal certificates and/or required copies of

policies shall be furnished thirty (30) days prior to the date of their expiration.

June 16, 1995