

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

ITEM #:	AGENDA SECTION: Concent Agenda		
MEETING DATE: May 9, 2000	DATE COMPLETED: April 21, 2000	TIME CERTAIN:	
ITEM DESCRIPTION: Agreement with Gainesville Sports Organizing Committee to establish a Sports Promotional Bid Pool			
REQUESTED BY: Tourist Development Council	ORIGINATING DEPARTMENT: Growth Management/VCB	PREPARED BY: L. Dobbs	
		PREPARER'S PHONE #: 374-5260	
DOCUMENT(S) REQUIRING ACTION: Agreement with Gainesville Sports Organizing Committee for the Sports Promotional Bid Pool			AMOUNT: \$100,000

EXECUTIVE SUMMARY

March 14, 2000 the Board of Commissioners approved an agreement with Gainesville Sports Organizing Committee (GSOC) for the Sports Promotional Bid Pool. The agreement approved by the Board was a previous version of the agreement, not the final version signed by GSOC.

BACKGROUND

July 21, 1999 Tourist Development Council (TDC) voted to recommend \$100,000 Tourist Development Tax funds be used to develop a sports/medical promotional bid pool.

October 5, 1999 Internal Support voted to forward TDC recommendation (with deletion of the word "medical") to the Board of County Commissioners.

November 8, 1999 Board of County Commissioners approved funding in the amount of \$100,000.

March 14, 2000 Board of County Commissioners approved the agreement with GSOC for the Sports Promotional Bid Pool. The agreement that was presented to the Board was not the final version. The final version is attached for consideration and approval by the Board. The agreement approved on March 14, 2000 will be canceled and superceded by this agreement.

ISSUES

ACTION

- Recommendation:
1. Cancel the agreement with Gainesville Sports Organizing Committee on March 14, 2000 for the Sports Promotional Bid Pool.
 2. Approve the final version of the agreement with Gainesville Sports Organizing Committee and authorize the chairman's signature.

Alternative #1:

FISCAL IMPACT

Recommendation: \$100,000

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

Alternative #1:

Funding Sources: Tourist Development Tax

Account Code: 003-2023-551-4881

- ATTACHMENTS:**
- Blue Sheet and agreement with Gainesville Sports Organizing Committee approved on March 14, 2000
 - Agreement with Gainesville Sports Organizing Committee

SUGGESTED REFERENCE MATERIAL:

[Signature]
Dept. Director Approval

[Signature]
OMB Approval

[Signature]
Legal Approval

[Signature]
County Admin. Approval

COMMISSION ACTION:

Approved: _____ **Denied:** _____

Additional Action: _____

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

ITEM: GSOC Bid Pool	AGENDA SECTION: County Manager	
MEETING DATE: March 14, 2000	COMPLETE BY: February 29, 2000	TIME CERTAIN:
ITEM DESCRIPTION: Agreement with Gainesville Sports Organizing Committee to establish a Sports Promotional Bid Pool		
REQUESTED BY: Tourist Development Council	ORIGINATING DEPARTMENT: Growth Management/VCB	PREPARED BY: L. Dobbs PREPARER'S PHONE #: 374-5260
DOCUMENT(S) REQUIRING ACTION: Agreement with Gainesville Sports Organizing Committee for the Sports Promotional Bid Pool		AMOUNT: \$100,000

EXECUTIVE SUMMARY

The Board of County Commissioners approved 5 - 0 \$100,000 for the Sports Promotional Bid Pool at the November 9, 1999 board meeting,

BACKGROUND

On July 21, 1999 the Tourist Development Council (TDC) voted to recommend to the Board of County Commissioners that Tourist Development Tax funds be used in an amount not to exceed \$100,000 per year for three years dedicated to the development of a sports/medical "promotional bid pool" to be used to promote or make an event bigger. If the bid/bids are not won, the money would be refunded to the bid pool.

On October 5, 1999, Internal Support voted to forward the TDC recommendation (with the deletion of the word "medical") to the Board of County Commissioners for consideration.

On November 9, 1999 the Board of County Commissioners approved funding in the amount of \$100,000 for the Sports Promotional Bid Pool

ISSUES

This contract did not include in Section 3(c) i, ii, iii. OMB did not turn in the latest version = Blue Sheet so the wrong contract was approved by B.C.C. OMB is correcting the problem by resubmitting to B.C.C. = correct contract. Lau 4/17/00

T- 013-00

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

RECOMMENDED ACTION

Recommendation: Approve the contract with Gainesville Sports Organizing Committee and authorize the chairman's signature.

Alternative #1:

FISCAL IMPACT

Recommendation: \$100,000 funded from Tourist Development Tax 003-2023-551-4881

Alternative #1:

Funding Sources:

ATTACHMENTS: Agreement with Gainesville Sports Organizing Committee

SUGGESTED REFERENCE MATERIAL:


Dept. Director Approval


OMB Approval


Legal Approval


County Admin. Approval

COMMISSION ACTION:

Approved: 5-0

Denied: _____

Additional Action: _____

AGREEMENT

This agreement is entered into this 9th day of May, 2000, 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 Gainesville Sports Organizing Committee, Inc. doing business at 11 West University Avenue, Suite 1, Gainesville, Florida, hereinafter referred to as "Agency".

WITNESSETH

Whereas, the Agency has proposed to provide their services in promoting sporting events in Alachua County by utilizing Tourist Development Tax to set up a bid process and bid pool.

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.

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** - This agreement shall commence on the date first above written and continue for one year. It may be renewed for two more years upon the mutual consent of the parties and is subject to an annual appropriation by the County. The Agency shall give the County ninety (90) days notice of its intent to request renewal of this Agreement and failing such shall automatically expire at the end of the term.

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

- a. Set up a Sporting Events bid process and bid pool.
- b. Bid on events to be held in Alachua County, Florida.
- c. Report the events the Agency has bid on and the status of the bids to the Tourist Development Council (TDC) on a quarterly basis.
- d. Use the funds in accordance with the provisions of §125.0104, Florida Statutes.

3. **Method of Payment** - 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 Thousand

Dollars (\$100,000) per year to be used during the bid process for sporting events to be held in Alachua County, Florida.

- b. As a condition precedent for any payment, the Agency shall submit the following:**
- i. Each request for reimbursement shall include a cover letter that enumerates by category the reimbursement requested and contains a certification by the Agency 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.**
 - ii. An invoice for any bid deposit prior to payment with a copy of the bid application. Any bid deposit shall be refunded to the County to be deposited back into the bid pool funds if Alachua County, Florida is not selected as a host site.**
 - iii. An invoice for reimbursement for travel expenses incurred during the bid process. The Agency's invoice shall describe with reasonable particularity the travel, the date thereof, and the persons traveling. 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, 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**
- c. 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**

Chaper 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes.
Payments shall be made to the following address:

Gainesville Sports Organizing Committee, Inc.
11 West University Avenue, Suite 1
Gainesville, FL 32601

- d. Reimbursement for the following specific items will be paid by the County to the Agency at the schedule outlined below and include back-up documentation:
 - i. Per diem and travel expenses in accordance with on §112.061, Florida Statutes.
- e. Bids that have been paid out of the Agency's operating funds since February 24, 2000 and prior to the execution of this agreement shall be reimbursed to the Agency. The agency shall submit an invoice for the(se) bid(s) with documentation including the bid application and a copy of the check(s) for payment.

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: Randall H. Reid
County Manager
P.O. Box 2877
Gainesville, FL 32602-2877

Agency: Robert N. Carpentieri
President
11 West University Avenue, Suite 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

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. 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 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 seven days (7) 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.

6. **Records** - The Agency will retain all records relating to this agreement for three 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.

7. **Permits** - The Agency will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

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 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.

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 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, Agencies 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 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.

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

16. **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

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

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

19. **Attachments** - All exhibits attached to this agreement are incorporated into and made

part of this agreement by reference.

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

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

22. **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.

23. **Entire Agreement** - This agreement constitutes the entire agreement and supercedes all prior written or oral agreements, understandings, or representations.

ALACHUA COUNTY, FLORIDA

By: Penelope Wheat
Penelope Wheat, Chair
Board of County Commissioners

ATTEST: J. K. "Buddy" Irby
J. K. "Buddy" Irby, Clerk

APPROVED AS TO FORM
Robert L. Wright
Alachua County Attorney's Office

(SEAL)

GAINESVILLE SPORTS ORGANIZING
COMMITTEE, INC.

Witness As to Agency

Eric Jewell
Print: Eric Jewell
John A. Hughes
Print: John A. Hughes

By: Robert N. Carpentieri
Print: Robert N. Carpentieri
Title: President