

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: First Amendment to the Florida Half Century Senior State Softball Tournament Agreement

DEPARTMENT: Economic Development

DIVISION: Tourism Development

AUTHORIZED BY: William McDermott

CONTACT: Shani Beach

EXT: 7135

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute an amendment to the agreement with Florida Half Century Amateur Softball Association, Inc. for the Slow Pitch Softball Tournaments for seniors; increasing the sponsorship from \$12,364.00 to \$14,275.64.

County-wide

William McDermott

BACKGROUND:

At the October 27 meeting, the Board approved an agreement with Florida Half Century Amateur Softball Association, Inc. for the Slow Pitch Softball Tournaments for seniors in the amount of \$12,364.00. Since being approved by the Board, this event has continued to grow and add additional teams, which will require the use of additional fields. FHC is requesting an amendment to the original agreement for the purpose of paying facility fees at the additional fields. The TDC approved the recommended increase.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute an amendment to the agreement with Florida Half Century Amateur Softball Association, Inc. for the Slow Pitch Softball Tournaments for seniors increasing the amount to \$14,275.64.

ATTACHMENTS:

1. Agreement
2. Florida Half Century Senior Softball
3. Florida Half Century

Additionally Reviewed By:	
<input type="checkbox"/>	Budget Review (Lisa Spriggs, Ryan Switzer)
<input type="checkbox"/>	County Attorney Review (Ann Colby)

FIRST AMENDMENT TO 2009-2010 FLORIDA HALF CENTURY
SENIOR STATE SOFTBALL TOURNAMENT AGREEMENT

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the _____ day of _____, 20____, between FLORIDA HALF CENTURY AMATEUR SOFTBALL ASSOCIATES, INC., whose address is 14607 Brentwood Lane, Tampa, Florida 33618, hereinafter referred to as "FHCASA", and 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".

W I T N E S S E T H:

WHEREAS, FHCASA and COUNTY entered into the above referenced Agreement on _____, for award of tourist tax monies; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 13 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 3 of the Agreement is amended to read:

Section 3. Services.

(a) The funds from this Agreement shall be used to pay facility use fees at Merrill Park, the Seminole County Softball Complex, and Red Bug Lake Park for the four (4) tournament periods for the Florida Half Century Senior Softball Tournaments as described in Exhibit A, attached hereto and incorporated herein.

(b) FHCASA shall submit written invoices to COUNTY for payment of facility use for the tournaments, to the City of Altamonte Springs and Seminole County, for combined usage of the above listed facilities not to exceed a total of FOURTEEN THOUSAND TWO HUNDRED SEVENTY-FIVE AND 64/100 DOLLARS (\$14,275.64).

(c) The COUNTY shall pay the above listed invoices from tourist tax funds no later than thirty (30) days after their submission.

(d) All promotional packages sent out by FHCASA for the Tournaments, 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 COUNTY prior to distribution in order to qualify for reimbursement.

(e) FHCASA shall permit a third-party company, as designated by the COUNTY to conduct on-site surveys during the 2009-2010 Florida Half Century Senior State Softball Tournaments to coordinate the survey process. FHCASA shall cooperate in making their tournaments accessible in whatever manner necessary for completion of the survey.

(f) FHCASA shall be required to have and maintain a website for the purpose of promoting tourism to and attendance at FHCASA's Tournaments. Said website shall be linked to the Seminole County Tourism website (www.visitseminole.com) and such link shall be maintained throughout the duration of this Agreement.

(g) 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 FHCASA by COUNTY pursuant to this Agreement.

2. Section 5 of the Agreement is amended to read:

Section 5. Billing and Payment. COUNTY hereby agrees to provide funds up to a maximum sum of FOURTEEN THOUSAND TWO HUNDRED SEVENTY-FIVE AND 64/100 DOLLARS (\$14,275.64) for facility use fees for the Tournaments listed in Exhibit A to this Agreement. Said funds are payable upon:

(a) Receipt by COUNTY of a Request for Funds Form, attached hereto and incorporated herein as Exhibit B, and a facility use invoice from FHCASA requesting all or part of the above be paid by COUNTY. Such request by FHCASA shall only be for the facility use fees specifically provided for herein. Such Request for Funds Form shall be properly completed and submitted no later than thirty (30) days after each tournament. Failure to comply with this requirement shall result in termination of this Agreement and forfeiture of all financial assistance granted to FHCASA pursuant to this Agreement.

(b) Verification by the Seminole County Economic Development/Tourism Director that FHCASA has held the tournaments for which facility use fees are sought and has complied with the reporting requirements contained hereinafter;

(c) The original payment requests shall be sent to:

Original: Director
Seminole County Economic Development/Tourism
1055 AAA Drive, Suite 145
Heathrow, Florida 32746

A duplicate payment request shall be sent to:

Duplicate: Director, Department of Finance
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

(d) The Request for Funds Form shall be accompanied by a detailed report of the economic impact on COUNTY resulting from the Tournament

funds for which have been provided hereunder. Such report, attached hereto and incorporated herein as Exhibit C, 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.

(e) FHCASA is responsible for documenting the number of room nights actually utilized per event at each Seminole County hotel. FHCASA must have each hotel individually certify the actual number of rooms picked up by having the General Manager complete the Hotel Room Pickup Form, attached hereto and incorporated herein as Exhibit D. No payments will be processed until all required documentation has been submitted. COUNTY reserves the right to reduce the maximum amount of any grant awarded in the event guaranteed room nights as stated in Exhibit A are not satisfied.

(f) Payment of fees shall be contingent upon FHCASA's compliance with requirements as stated in Exhibit A.

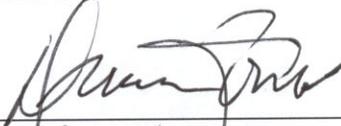
3. Exhibit A of the Agreement is amended by the addition of locations and facility fees as indicated in Exhibit A, attached hereto.

4. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

FLORIDA HALF CENTURY AMATEUR
SOFTBALL ASSOCIATION, INC.



DUANE JONES, Secretary

By: 

MIKE PILVER, President

(CORPORATE SEAL)

Date: 12-4-09

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, 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.

County Attorney
AEC/lpk
11/23/09
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Attachment:
Exhibit A - Project Description and Expenses



To: Tourism Development Council

From: Danny Trosset

Date: November 12, 2009

Subject: Florida Half Century Senior Softball Agreement

At our last meeting in September, a contract was approved to pay facility fees on behalf of Florida Half Century to host (4) Senior Softball Tournaments (November 21-22, 2009, January 23-24, 2010, March 6-7, 2010, and April 10-11, 2010) to take place at Merrill Park and the Seminole County Softball Complex.

The Application was approved to pay facility fees directly to both Merrill Park and Seminole County Softball Complex at \$3,091 per tournament totaling to \$12,364 for all four tournaments.

Since Florida Half Century continues to grow and add more new teams, the organization feels that the two facilities will not have enough fields to accommodate the number of teams that will be participating in these tournaments. Where tournaments in the past were drawing 40-50 teams, they are now expecting the number of teams to be closer to 60-70 teams per event which means more room nights.

To help accommodate these larger tournaments, Florida Half Century would like to request to add two fields at Red Bug Lake Park to the existing agreement and is requesting approval to have the TDC pay for the facility fees directly to the County to use the fields at Red Bug in addition to what they are already using at Merrill Park and the Seminole County Softball Complex.

This would increase the per tournament amount by \$477.91 which would increase the per tournament fee to 3,568.91 for all three facilities (originally \$3,091 per tournament) and the total amount of the contract for all four events not to exceed \$14,275.64 (originally \$12,364.00)

Again, Red Bug will be considered an over-flow facility and will be needed on a case by case basis depending on the number of teams that register for each tournament.

TDC Action: () Recommend to increase contract amount from \$12,364 to \$14,275.64

() Not Recommended

TDC Comments: _____

TDC Chairmen

TDC Vice Chairmen

TDC Director

EVENT EXPENSES:

Provide an itemized summary of all event expenses. Please also indicate the total amount requested and the intended use of funds at the bottom of the page.

TOTAL EXPENSES

	(Enter number only)
Umpires (54.00 x 150 games = \$8100 per tournament x 4 tournaments =	\$ 32,400
Scorekeepers (9.00 X 150 games)= \$1,080 per tournament x 4 tournaments =	\$ 5,400
Awards (1,500 per tournament) x 4 tournaments =	\$ 6,000
Softballs (800 per tournament) x 4 tournaments =	\$ 3,200
Promotional Flyers (250 per tournament) x 4 tournaments =	\$ 1,000
FHC Tourney Admin (1,000 per tournament) x 4 tournaments =	\$ 4,000
FHC Commissioner Fee x 4 tournaments =	\$ 1,200
FHC Insurance / Sanction (1,000 per tournament) x 4 tournaments =	\$ 4,000

Total Expenses: \$ 57,200

Intended Utilization of Funds:

	(Enter number only)
Public Facility Rental Fee for use of Merrill Park, Seminole County Softball Complex, and Red Bug	\$
Seminole County Softball Complex (5 fields)-per tournament: \$1,481.00 x 4 tournaments=	\$ 5,924
Merrill Park Softball Complex (2 fields)-per tournament: 1,610.00 x 4 tournaments=	\$ 6,440
Red Bug Lake Park (2 additional fields if needed) - per tournament: 477.91 x 4 tournaments=	\$ 1,911.64
	\$

TOTAL EVENT EXPENSES: \$ 71,475.64

