

RESOLUTION 2001 - 196

A RESOLUTION OF THE COUNTY OF ST. JOHNS, STATE OF FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A CONTRACT BY AND BETWEEN ST. JOHNS COUNTY AND THE ST. JOSEPH ACADEMY SPORTS CLUB FOR TOURIST DEVELOPMENT FY02 FUNDING, CATEGORY III, FOR THE THIRD ANNUAL CATHOLIC STATE HIGH SCHOOL BASKETBALL TOURNAMENT ON DECEMBER 20-22, 2001.

WHEREAS, the St. Joseph Academy Sports Club is re-instituting the Catholic State Basketball Championship Tournament (CSBC) which was formerly held in the 1920's and 1930's in St. Johns County, and

WHEREAS this year marks the third consecutive State Tournament since it was re-instituted with increased attendance each year, and

WHEREAS the CSBC will be held from December 20 through December 22, 2001 at St. Joseph Academy and Flagler College, and

WHEREAS it is anticipated that up to fourteen teams and over 600 persons will participate from around the state, and

WHEREAS sport activities such as this tournament advance the promotion of tourism and serve to continue the County's effort as a "Headquarters for a World of Sports", and

WHEREAS the Tourist Development Council has determined that funding for the event is available from the Tourist Development Tax, Category III,

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

1. The County Administrator is authorized to execute a contract with the St. Joseph Academy Sports Club for the operations of the Catholic State High School Basketball Tournament from December 20 – 22, 2001.

2. Funding in the amount of \$5,000.00 shall be made available to the St. Joseph Academy Sports Club from the Tourist Development Council, Category III funds budgeted for fiscal year 2002.
3. The St. Joseph Academy Sports Club shall:
 - a. Expend funds as authorized in the line item budget (expenses) attached as Exhibit A of the contract.
 - b. Provide an accounting to the County finance department on all funds expended to include the presentation of bills and paid receipts on all items.
 - c. Coordinate lodging of tournament teams through the Visitor and Convention Bureau.

PASSED AND ENACTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY FLORIDA, THIS 9th DAY OF October 2001.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: Mark A. Jacalone
Mark A. Jacalone, Chairman

Rendition Date: October 17, 2001

ATTEST, CHERYL STRICKLAND, CLERK

Cheryl Strickland
Deputy Clerk

CONTRACT

**SPORTS EVENT: CATHOLIC STATE HIGH SCHOOL
BASKETBALL TOURNAMENT**

St. Johns County Tourist Development Council
Category III

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

This Contract is made as of the 22nd day of October, 2001, by and between the Board of County Commissioners of St. Johns County, Florida, hereinafter referred to as the COUNTY, and, **Saint Joseph Academy Sports Club** hereinafter referred to as the AGENCY, a corporation entitled to do business in the State of Florida, whose address is:

155 State Road 207, St. Augustine FL 32084

In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

ARTICLE I - SERVICES TO BE PROVIDED BY THE AGENCY:

The AGENCY agrees, during the term of this Contract, to provide within St. Johns County the services of a Catholic State High School Basketball Tournament on December 20 – 22, 2001.

The AGENCY shall coordinate its services with the St. Johns County Tourist Development Council, and shall submit all invoices, reports and records to the TDC as specifically set forth in the TDC Policy Manual.

ARTICLE 2 - PAYMENTS TO AGENCY/REIMBURSABLE:

The COUNTY shall pay to the AGENCY an amount not to exceed the funds appropriated to the AGENCY by action of the Board of County Commissioners of St. Johns County in the County's adopted budget for the COUNTY'S fiscal year beginning on October 1, 2001 and ending on September 30, 2002 which is **\$5,000.00**.

Payment under the terms of this contract shall be made in response to invoices submitted by the AGENCY to the COUNTY. Each such invoice shall include documentation that funds to be paid to the AGENCY by the COUNTY under the invoice are utilized by the AGENCY in a manner consistent with the activities and events set forth by the AGENCY in Exhibit "A".

ARTICLE 3 - PAYMENT OF INVOICES:

Invoices received from the AGENCY pursuant to this Contract will be reviewed for authenticity, accuracy and sufficiency of documentation prior to approval by the Tourist Development Council. Invoices will be sent to the County Finance Department for payment. Invoices must reference the Contract Number under which payment of the invoice is authorized.

ARTICLE 4 - AVAILABILITY OF FUNDS:

The obligations of the COUNTY under this contract are limited to the availability of funds lawfully appropriated by the Board of County Commissioners of St. Johns County for the purpose set forth in Articles 1 and 2 above.

ARTICLE 5 - INDEMNIFICATION:

The AGENCY shall indemnify and hold harmless and defend the COUNTY, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the AGENCY, its agents, servants, or employees in the performance of this Contract.

The AGENCY further agrees to indemnify, hold harmless and defend the COUNTY, its officials, agents, servants, and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the AGENCY not included in the paragraph above and for which the COUNTY, its agents, servants or employees are alleged to be liable. The AGENCY also agrees that funds made available pursuant to this contract shall not be used by the AGENCY for the purpose of initiating, pursuing or defending litigation against the COUNTY.

ARTICLE 6 - WARRANTY/PERSONNEL:

The AGENCY warrants that all services shall be performed by skilled and competent personnel in conformance with the accepted professional and technical standards in the field. The AGENCY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted, certified and/or licensed under State and Local law to perform such services. Where licenses, permits and certifications for the provision of services delivered under this Contract are required by Florida Statutes or Regulations, documentation of such licenses and certifications shall be presented to the COUNTY. Such personnel shall not be employees of or have any contractual relationship with the COUNTY. Failure to comply with the

provisions of this Article shall constitute cause for termination under the provisions of Article 10 of this Contract.

ARTICLE 7 - NON-DISCRIMINATION:

The AGENCY warrants and represents that all volunteers, employees, clients, and other participants in the programs, services, and activities of the AGENCY are treated equally and without regard to race, color, religion, sex, age, handicap or national origin, as required by applicable Federal, State, and Local laws. Failure to comply with the provisions of the Article shall constitute cause for termination under Article 10 of this Contract.

ARTICLE 8 - AGENCY'S PROGRAMMATIC AGREEMENTS:

The Agency further agrees:

1. To publicize and promote to the general and tourist populations within St. Johns County.
2. To Provide public access to this event.
3. To cooperate with the Tourist Development Council by allowing access to the event by members of the TDC staff for the purpose of monitoring and evaluating this event including the distribution of economic impact surveys.
4. To allow COUNTY through its Finance Department and the Tourist Development Council, to monitor the AGENCY to assure that its goals, conduct and services as outlined in Exhibit "A" are adhered to.
5. To maintain books, records, documents, and other evidence which sufficiently and properly reflect all costs of any nature expended in the performance of this Contract.
6. That all records shall be subject to the Public Records law, Chapter 119, Florida Statutes.
7. That the COUNTY shall be promptly reimbursed for any funds which are misused or misspent.

Failure to submit required reports will result in a delay in payment and/or termination of this Contract. The AGENCY shall maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs and provisions of services to individuals of any nature expended in the performance of this Contract for a period of not less than five (5) years. Failure

to comply with the provisions of this Article shall constitute cause for termination under Article 10 of this Contract.

ARTICLE 9 - ENTIRETY OF CONTRACTUAL AGREEMENT:

The AGENCY certifies that Exhibit "A" is a true copy of the AGENCY'S Application as completed by the AGENCY and submitted by the agency in accordance with Exhibit "A".

The AGENCY further certifies that Exhibit "B" is a true copy of the AGENCY'S final Budget for the events and activities set forth in Exhibit "A".

The COUNTY and the AGENCY both further agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 10 - EFFECTIVE TERM/TERMINATION:

1. This Contract shall begin on October __, 2001
2. This Contract shall end on September 30, 2002.
3. Termination at will: This contract may be terminated without cause by either party upon no less than a 30 day prior written notice to the other party.
4. Termination for cause. This Contract may be terminated for cause upon delivery of written notice by the terminating party to the other party setting forth the effective date of termination and the reasons for termination.

ARTICLE 11 - NOTICES:

All notices, invoices and correspondence required by or relating to this Contract shall be sent to the Tourist Development Council at:

**88 Riberia Street, Ste 400
St. Augustine, Fl 32084**

which shall be the COUNTY'S official address, or to the AGENCY at:

**St. Joseph Academy
155 State Road 207
St. Augustine FL 32084**

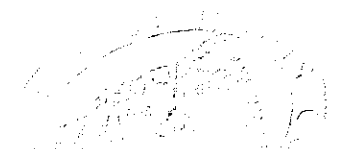
which shall be the AGENCY'S official address.

The parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

IN WITNESS WHEREOF, the County Administrator of St. Johns County, Florida, has made and executed this Contract on behalf of the COUNTY and the AGENCY has hereunto executed this Contract all as of day and year first above written.

ATTEST: CHERYL STRICKLAND, CLERK OF ST. JOHNS COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS
OF
ST. JOHNS COUNTY, FLORIDA


Cheryl Strickland
BY: CLERK

Ben Adams
BY: BEN ADAMS
COUNTY ADMINISTRATOR

Londrea L. Linscomb ST. JOSEPH ACADEMY SOPORTS CLUB
WITNESS AS TO AGENCY NAME OF AGENCY

[Signature]
WITNESS AS TO AGENCY

[Signature]
REPRESENTATIVE

EXHIBIT A

PROPOSED BUDGET

CATHOLIC STATE BASKETBALL TOURNAMENT CHAMPIONSHIP

ESTIMATEDEXPENSE

Officials	2,600
300 T-shirts @ \$10	3,000
60 Golf Shirts @ \$15	900
Trophies, medals	900
Banquet	1,750
Security	500
Printing	1,500
Advertising	1,250
Basketball/supplies	200
Hall Rental	500

TOTAL ESTIMATED EXPENSES \$ 13, 100.00