

RESOLUTION NO. 2009- 60

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A CONTRACT BETWEEN ST. JOHNS COUNTY AND TRIPLE CROWN SPORTS, INC. FOR FALL NATIONAL TOURNAMENTS SCHEDULED IN 2009 -2011.

WHEREAS, on October 4, 2005, the Board of County Commissioners of St. Johns County Authorized the execution of a contract between St. Johns County and Triple Crown Sports, Inc. for the production of the 2006 – 2008 Fall National Finals; and,

WHEREAS, though the current contract terminated in 2008, both parties desire to enter into a new three-year contract; and,

WHEREAS, public athletic facilities shall be made available to Triple Crown Sports on each of the four (4) weekends in the month of October of each year from Thursdays through Sundays; and,

WHEREAS, these tournaments have proven to be a tremendous economic benefit to St. Johns County by heightened national publicity and increasing tourism during an off-season; and

WHEREAS, any costs shall be expended from Tourist Development Council Category III funds; and

WHEREAS, the County has reviewed the terms, conditions, provisions, and requirements of the new Triple Crown Sports Contract, which is attached hereto, and incorporated herein; and

WHEREAS, the County has determined that the new Triple Crown Sports Contract is in the interests of the County.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of St. Johns County, Florida that:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution, and such Recitals are adopted as Findings of Fact.

Section 2. The Board of County Commissioners hereby approves and authorizes the County Administrator, or designee, to execute a contract, on behalf of the County, between St. Johns County and Triple Crown Sports, Inc. for Fall National Tournaments scheduled in 2009 – 2011.

Section 3. To the extent that there are typographical or administrative errors that do not change the tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17 day of March, 2009.



**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

Cyndi Stevenson
Cyndi Stevenson, Chair

ATTEST: CHERYL STRICKLAND, CLERK

RENDITION DATE 3/19/09

By: Pam Halterman
Deputy Clerk

**CONTRACT
BETWEEN ST. JOHNS COUNTY AND
TRIPLE CROWN SPORTS, INC.**

This agreement entered into as of the *12* day of *Feb* A.D., 2009 by and between Triple Crown Sports, Inc. hereinafter called "TCS" and ST. JOHNS COUNTY, a political subdivision of the State of Florida, hereinafter called the "COUNTY".

Whereas, TCS has agreed to produce in 2009 through 2011 National youth sporting events.

WHEREAS, the COUNTY has determined that such events are for tourist promotion and

WHEREAS, funding for such events is available through Tourist Development Tax and

WHEREAS, the COUNTY has available Treaty Park, Malcolm Jones, Calvin Peete, Joe Pamar, Cornerstone Park, Davis Park and Mills Field fields, all high school fields or any other fields that come online during the contract. COUNTY will lease the St. Augustine Little League Baseball Complex.

WHEREAS, TCS has indicated its intention to schedule events on the fields for four of the five following dates.

2009: October 2-5, October 9-12, October 16-19, October 23-26, October 30-November 2

2010: October 1-4, October 8-11, October 15-18, October 22-25, October 29-November 1

2011: September 30- October 3, October 7-10, October 14-17, October 21-24, October 28-31

Upon mutual agreement, the 4 events shall be played on any four of these week-ends. Prior to each weekend of events facilities shall be make available on Thursday nights for sign-ins and specialty events.

NOW THEREFORE, in consideration of mutual covenants herein, it is agreed as follows:

- 1. The above recitals are incorporated into the body of this Contract and said recitals are adopted as Findings of Fact.**
- 2. If any word, phrase, sentence, part, subsection, or other portion of this Contract, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion or the prescribed application thereof, shall be severable, and the remaining portions/provisions of this Contract, and applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.**
- 3. This Contract supercedes, and replaces any prior Contract between the County and TCS concerning the matters addressed and detailed in this Contract. As such any unenforceable.**

4. **This Contract shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal proceedings arising under this Contract shall be in St. Johns County, Florida.**
5. **In light of the scope and rationale for this Contract, neither the County, nor TCS may assign, transfer, and/or sell any of the rights noted in this Contract without the express written approval of the other party. Should either the County, or TCS assign, transfer or sell any of the rights noted in this Contract without such prior express written approval of the other party, then such action on the part of either the County, or TCS, shall result in the automatic termination of this Contract, with further notice or action required on the part of the other party.**
6. **Both the County and TCS acknowledge that this Contract constitutes the complete agreement and understanding of both parties. Both the County and TCS acknowledge that any amendments to this Contract shall be in writing and shall be executed by duly authorized representatives of both the County and TCS.**
7. **The duration of this Contract shall run from November 1, 2008, through and including October 31, 2011. Pursuant to written notification from TCS, the County may approve, prior to September 15, 2011, a one-year extension to this Contract, under the same terms, conditions, and obligations. Should this Contract not be extended within the timeframe noted in this section, then this Contract will terminate on November 1 of the year not extended. Under such circumstance, neither the County, nor TCS, will have to provide any form of notification or termination/expiration to the other party.**
8. **This Contract may be terminated with cause upon either the County or TCS giving at least thirty (30) days advance written notice to the other party of such Notice of Termination. Such written notice shall indicate the exact/precise cause for termination, the exact date of termination, and shall result in termination of this Contract, if the other party does not satisfactorily cure the cause for termination within the *30-day window*. *The 30-day cure window* commences on the same date that written notice of termination is given. Consistent with other provisions of this Contract, TCS will be compensated for any services and/or expenses that are authorized under this Contract, and that are performed and/or accrued up to the date of the notice of termination. Thereafter, the County will only pay for services and/or expenses that are pre-approved by the County Administrator or designee.**
9. **This Contract may be terminated without cause upon either the County or TCS giving at least one hundred eighty (180) days advance written notice to the other party.**
10. **The County shall:**
 - a. **Provide the fields and the maintenance personnel and equipment sufficient to maintain the fields for use by TCS during the Fall Nationals Finals.**

- b. Pay to TCS a sponsorship fee of \$66,000 (2009), \$68,000 (2010) and \$70,000 (2011). The payment terms for each year are as follows:
 - 2009: \$66,000 payable April 1, 2009
 - 2010: \$34,000 payable November 15, 2009
\$34,000 payable February 1, 2010
 - 2011: \$35,000 payable November 15, 2010
\$35,000 payable February 1, 2011
- c. County through the St. Johns County Visitors and Convention Bureau (“SJCVCB”) will provide 6 – 10 color separations of the community and ad work for 3-3/8” x 8” full page (4 colors) in the National Flyer/Information Package. Promotional material for reproduction will also be provided for reproduction in publications and awards. SJCVCB shall have the right to prominently display banners and other information during the event and on web page.
- d. Provide access to one public relations person for coordination purposes

11. TCS shall:

- a. Hold the Fall National Finals for youth sports in St. Johns County, Florida during the years 2009-2011. Each weekend event must have a minimum of 40 teams participating. Facilities outside of St. Johns County may be used should local facilities be booked to capacity after notification to the Director of Parks and Recreation.
- b. Prominently feature St. Johns County, Florida and City of St. Augustine in all advertisements and promotional materials used for Fall National Finals.
- c. Hold fund raising events at Fall National Finals to benefit the capital improvements of the facilities and St. Johns County youth programs. A minimum of \$1750 per year shall be donated back to **County** youth organizations.
- d. Serve as the exclusive convention agent for lodging and travel arrangements for participating teams.
- e. Carry liability insurance on the Fall National Finals and any TCS event where alcohol is consumed on County property naming St. Johns County, Florida and the City of St. Augustine as additional insured. Liability limits shall be no less than \$1,000,000 individual and \$2,000,000 aggregate. Proof of such insurance shall be provided to County prior to first event.

12. TCS shall have all rights to soft goods or merchandise sales at the facilities during the event. TCS shall pay sales tax.

13. It is further understood that the SJCVCB has agreed to assist TCS in negotiating affordable lodging for participating teams. However, the County makes no guarantee to TCS as to the accessibility or price of such housing.
14. This instrument contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agent of either party that are not contained in this written agreement shall be valid and binding.
15. The initial term of this agreement is three (3) years. No funds will be due for the remaining **term** if contract is voided.
16. This contract supersedes and cancels contract dated **October 6, 2005**.
17. The County's obligation to pay TCS or provide other services under this contract are limited solely to available revenues that the County derives from its Tourist Development Tax.

Should there be no funds, then the County suffers no further legal or equitable liability, and this Contract expires automatically without the necessity of providing further notification to with the County or TCS.

IN WITNESS WHEREOF, the parties hereto have caused the execution by their duly authorized officials on the dates stated below:

ATTEST; CHERYL STRICKLAND, CLERK

ST. JOHNS COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
(Seal)

By: _____
(Chair)

ATTEST:

TRIPLE CROWN SPORTS, INC.

By: Debra Evans
Notary

By: Carol King
President

Date: 2/12/2009

