

RESOLUTION NO 2012- 107

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 SOFTBALL/BASEBALL TOURNAMENTS SCHEDULED IN 2012-2014.

WHEREAS, on March 17, 2009, 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 2009-2011 Fall National Finals; and,

WHEREAS, though the current contract terminated in 2011, 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 scheduled tournament dates 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, provisions, conditions and requirements of the new Triple Crown Sports Contract, which is attached hereto, and incorporated herein; and,

WHEREAS, the County has determined that entering into this contract with Triple Crown Sports is in the best 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 softball/baseball tournaments in 2012 – 2014.

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.

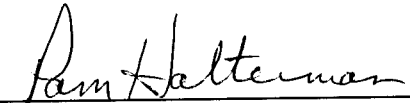
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 3rd day of April 2012.

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

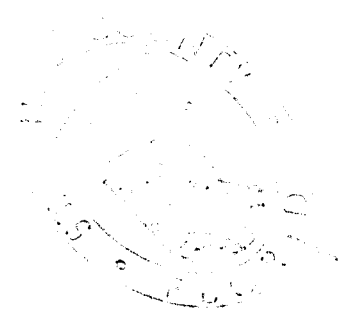


Mark Miner, Chair

ATTEST: CHERYL STRICKLAND, CLERK

By: 
Deputy Clerk

RENDITION DATE 4/5/12



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

This CONTRACT AGREEMENT ("Agreement") entered into as of this _____ day of _____, 2011 by and between Triple Crown Sports, Inc. (hereinafter "TCS") and the St. Johns County Board of County Commissioners on behalf of St. Johns County, a political subdivision of the State of Florida, (hereinafter "County").

RECITALS

WHEREAS, TCS seeks to produce multiple weekend-long national youth sporting events in St. Johns County during calendar years 2012 through 2014, including but not limited to the Fall National Finals for Youths Sports ("Fall National Finals") and the Triple Crown Classic; and

WHEREAS, similar past events have provided an economic benefit to the County through heightened national publicity and an increased number of tourists coming into St. Johns County; and

WHEREAS, in accordance with Section 125.0104 of the Florida Statutes, the expenditure of Tourist Development Tax revenues is authorized for any activity, service, venue or event, if such activity, service, venue or event has as one of its main purposes the attraction of tourists to St. Johns County as evidenced by promotion of the activity, service, venue or event; and

WHEREAS, TCS asserts that one of the main purposes of the proposed national youth sporting events is to attract tourists to St. Johns County; and

WHEREAS, subject to the availability of tourist development tax revenue funding, the County desires to enter into an agreement with TCS to facilitate TCS's production of said sporting events in St. Johns County.

NOW THEREFORE, in consideration of mutual covenants herein, TCS and the County (collectively "Parties") agree as follows:

SECTION 1. Incorporation of Recitals.

The above Recitals are hereby incorporated by reference into the body of this Agreement, and such Recitals shall be adopted as Findings of Fact.

SECTION 2. Agreement Term and Optional Extension.

This Agreement shall be effective from November 1, 2011 until 11:59 p.m., October 31, 2013. Upon written request by TCS made prior to September 15, 2013, the County, at its sole discretion, may approve, a one-year extension of this Agreement, under the same terms, conditions, and obligations.

SECTION 3. Duties and Obligations.

TCS shall:

- (1) Upon mutual consent by the Parties, conduct the Fall National Finals annually, during two (2) of the three (3) available weekends provided below:

2012: October 5-7, October 12-14, October 19-21

2013: October 4-6, October 11-13, October 18-20

2014: October 3-5, October 10-12, October 17-19

- (2) Secure a minimum of 100 team participants in the Fall National Finals event.
- (3) Conduct the Triple Crown Classic annually, at dates and times mutually agreed upon by the Parties, and as evidenced in writing.
- (4) Conduct at 1-3 additional sporting events as described in the Recitals above, at dates and times mutually agreed upon by the Parties, and as evidenced in writing.
- (5) Donate no less than \$1,750 annually during the Term of this Agreement to County youth organizations.
- (6) With the exception of the Fall National Finals, pay all Facility maintenance expenses associated with each sporting event authorized under this Agreement.
- (7) Serve as the exclusive convention agent for lodging within St. Johns County and travel arrangements for participating teams.
- (8) Pay all applicable local, state and federal taxes.
- (9) In accordance with applicable County rules, policies and procedures, secure at TCS's sole expense, adequate liability insurance for each sporting event. Such coverage shall name the County, the City of St. Augustine, Florida and the St. Johns County School Board as additional insured. Proof of such insurance coverage shall be provided prior to any event authorized under this Agreement.
- (10) Retain rights to soft goods or merchandise sales at the Facilities during the sporting events.

The County shall:

- (1) Make adequate parks and fields ("Facilities") located within St. Johns County available for each sporting event described herein.
- (2) Provide access to the Facilities on the Thursday prior to each weekend event (at a mutually agreed upon time) to allow participant registration and specialty events.

- (3) Provide adequate maintenance personnel and equipment to maintain the Facilities during the sporting events.
- (4) Provided one hundred (100) teams participate in the Fall National Finals, pay to TCS a sponsorship fees of thirty five thousand dollars (\$35,000) in calendar year 2012); thirty seven thousand dollars (\$37,500) in calendar year 2013; and forty thousand dollars (\$40,000) in calendar year 2014. In the event that 85-99 teams participate in the Fall National Finals, sponsorship fees paid by the County shall be reduced by twenty five percent (25%). In the event 75-84 teams participate in the Fall National Finals, sponsor ship fees paid by the County shall be reduced by fifty percent (50%). In the event less than 75 teams participate in the Fall National Finals, no payment of sponsorship fees shall be paid by the County.
- (5) Retain food concession rights.

SECTION 4. Payment of Sponsorship Fees.

(a.) As provided elsewhere in this Agreement, the County shall pay maximum sponsorship fees as follows:

- 2012: \$17,500 payable by June 15, 2012
\$17,500 payable by December 15, 2012
- 2013 \$18,750 payable by June 15, 2013
\$18,750 payable by December 15, 2013
- 2014: \$20,000 payable by June 15, 2014
\$20,000 payable by December 15, 2014

(b.) As provided elsewhere in this Agreement, applicable sponsorship fee reductions shall be assessed at the end of each calendar year during the term of this Agreement.

SECTION 5. No Commitment of County Funds.

(a) It is expressly understood that the County's obligations and performance under this Agreement are strictly subject to the availability of funds derived from tourist development tax revenues. The County makes no express commitment to provide such funds in any given calendar/fiscal year. Moreover, it is expressly understood that TCS cannot demand that the County provide any such funds in any given calendar/fiscal year.

(b) In the event that no such funds are available during the Term of this Agreement, then this Agreement shall automatically terminate with no further notice to the Parties and the County shall be released from all duties and obligations under this Agreement.

SECTION 6. Entirety of this Agreement and Amendments.

- (a) The Parties expressly note that this Agreement supersedes and replaces the agreement executed by the Parties on _____, 2009.
- (b) This Agreement constitutes the complete agreement and understanding of the parties.
- (c) The Parties further note that no statements, promises, inducements made by either party shall be valid, enforceable and/or binding.
- (d) The Parties mutually agree that any change, amendment, modification, revision, or extension of this Agreement (other than termination, as noted elsewhere in this Agreement) shall be in writing, and shall be executed by duly authorized representatives of both the County and TCS.

SECTION 7. Termination.

- (a) This Agreement 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 Agreement, if the other party does not satisfactorily cure the cause for termination within 30 days, commencing on the date that the notice is delivered.
- (b) This Agreement may be terminated without cause by either party upon one hundred eight days advance written notice to the other party.

SECTION 8. Notices.

(a) All Official Notices to the **County** shall be delivered either by hand (receipt of delivery required), or by certified mail to:

{insert contact information}

(b) All Official Notices to TCS shall be delivered either by hand (receipt of delivery required), or by certified mail to:

{insert contact information}

(c) All other correspondence, not classified as Official Notices, may be delivered, disseminated, and/or submitted by any means acceptable to both parties, specifically including, faxing, e-mailing, or text messaging.

SECTION 9. Indemnification.

To the extent permitted by law, TCS shall indemnify, defend, and hold the County harmless from, and against, all claims and reasonable costs associated with or stemming from this Agreement.

SECTION 10. Assignment.

In light of the scope and rationale for this Agreement, neither the County, nor TCS may assign, transfer, and/or sell any of the rights noted in this Agreement 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 Agreement 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 Agreement, with further notice or action required on the part of the other party.

SECTION 11. Permits and Licenses.

To the extent that TCS needs to secure, obtain/acquire, and maintain permits, licenses, and/or approvals in order to facilitate the sporting events or any activities authorized under this Agreement, then TCS, at its sole expense, shall be responsible for securing, obtaining/acquiring, and maintaining, any and all permits, licenses, and/or approvals required by Federal, State, and/or County law, rule, regulation, or ordinance.

SECTION 12. Access to Records.

The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

SECTION 13. Relationship of the County and TCS.

This Agreement shall not be deemed or construed to create any agency relationship, partnership (limited or otherwise), association, or joint venture between the County, and TCS.

SECTION 14. Governing Law and Venue.

This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal proceedings arising under this Agreement shall be in St. Johns County, Florida.

SECTION 15. Overnight Accommodations.

It is expressly understood that the County makes no warranty, guaranty or promise regarding the availability and/or affordability of overnight accommodations, including but not limited to lodging and housing.

SECTION 16. No Conflict of Interest.

TCS represents and warrants to the County that the TCS has not employed or retained any elected official, officer, or employee of the County, in order to secure this Agreement. Moreover, TCS represents and warrants to the County that TCS has not paid, or offer to pay, or agreed to pay, any person, any fee, commission, percentage, brokerage, fee, incentive fee, or gift of any kind, contingent upon, or in connection with, securing and executing this Agreement.

SECTION 17. No Third Party Beneficiaries.

Both the County and TCS explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

SECTION 18. Effect of Failure to Insist on Strict Compliance with Conditions.

The failure of either party to insist upon strict performance of any term, condition, provision, and/or requirement of this Agreement, shall not be construed as a waiver of such term, condition, provision, and/or requirement on any subsequent occasion.

SECTION 19. Use of County Logo.

Pursuant to, and consistent with, County Ordinance 92-2, and County Administrative Policy 101.3, the TCS may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without the express written approval of the Board.

SECTION 20. Severability.

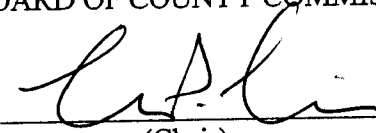
If any word, phrase, sentence, part, subsection, or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion or the prescribed application thereof, shall be severable, and the remaining portions/provisions of this Agreement, and applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

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: _____
Notary

By: _____
President

Date: _____