



## **AGREEMENT BETWEEN MARION COUNTY AND BELLEVIEW GIRLS SOFTBALL, INC.**

This Agreement is made and entered into by and between Marion County, a political subdivision of the State of Florida, ("County") and Bellevue Girls Softball, Inc. ("Recipient"), whose address 6500 SE 107<sup>th</sup> St. Bellevue, FL 34420 for the Dixie Softball State Championships (the "Event/Project").

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, County and Recipient hereto agree as follows:

### **Article 1 – The Contract:**

- 1.1** The contract between County and Recipient of which this Agreement is a part, consists of the Contract Documents. The Contract Documents are defined as this Agreement, the Sports Event–Funding Program Guidelines, the Recipient's submitted application, Certificate of Insurance, and any attachments or addendum thereto. The Contract Documents represent the entire and integrated contract between the parties and supersede prior negotiations, representations or agreements, either written or oral. Recipient acknowledges receipt of a copy of the Contract Documents.

### **Article 2 - Contract Sum & Payments:**

- 2.1** Recipient acknowledges that it seeks funding for the Event/Project in the form of a grant from County's Sports Event-Funding Program (the "Program") governed by County's Tourist Development Council (the "TDC"). The Program permits the expenditure of certain tax revenues in order to promote tourism. Recipient acknowledges that it has reviewed the Program and the Contract Documents and understands that failure to comply with the Program and the Contract Documents shall jeopardize current and future funding. The obligation of County for payment to Recipient is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 2.2** With regard to the Event/Project, County shall make one payment to Recipient as reimbursement for eligible expenses and verified hotel room bookings in an amount not to exceed **Ten thousand dollars (\$10,000.00).**
- 2.3** Final Report:  
Payment shall not be issued until Recipient has delivered to Ocala/Marion County Visitors and Convention Bureau (the "OMCVCB") a final report containing all eligible expenses incurred and complete detail of the number of hotel rooms booked, if any.

- A. Expenses: Recipient is instructed to refer to the Sports Event–Funding Program Guidelines for a listing of eligible and ineligible expenses. Claimed eligible expenses shall be fully supported by proofs of purchase (copies are acceptable).
- B. Hotel Rooms: Claimed hotel rooms shall include verified proof of the number of hotel rooms booked. Recipient is instructed to refer to the Sports Event-Funding Program Guidelines for the acceptable format of room verification.
- C. The final report shall contain a completed Revenue and Room Night Certification Form (found on OMCVCB website [www.OcalaMarion.com](http://www.OcalaMarion.com)) documenting that funding has contributed to an increase in overnight stays in Marion County. Recipient acknowledges that the TDC will actively avoid becoming a perpetual funding source for any event.
- D. The deadline for submission of the final report to OMCVCB is **60** calendar days after the final date scheduled for the Event/Project. No additions or changes to Recipient’s final report will be accepted by County after that date and County shall not issue any payments for untimely submissions.
- E. Recipient acknowledges that all funds it receives are subject to audit by the Marion County Clerk of the Court – Internal Auditor or other representative as County may designate.

### **Article 3 – Event/Project Eligibility:**

To be eligible for Program funds, the Event/Project shall, in part, comply with the Program objective and provide certain deliverables. This Event/Project was recommended to the Board of County Commissioners by the Tourist Development Council on **February 25, 2021**. Following the approval by the TDC, the Event Planner requested a date change which was subsequently approved by the TDC on **April 22, 2021**. The final approval by the Board of County Commissioners was on **May 18, 2021**.

#### **3.1 Program Objective:**

The Event/Project shall meet the following Program objective, as set forth in Section 125.0104, Florida Statutes:

**TOURISM PROMOTION:** To promote and advertise tourism in the State of Florida and nationally and internationally; however, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event shall have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.

Specifically, to qualify for Program funding the Event/Project shall enhance County’s appeal to visitors and support the TDC mission to “Promote Tourism for Marion County.”

#### **3.2 Event/Project Deliverables:**

The Event/Project shall provide all of the following deliverables:

- A. Schedule
  - (1) The Event/Project shall take place on **July 1-5, 2021 at Belleview Sportsplex 6501 SE 107<sup>th</sup> St., Belleview, FL 34420**. This schedule cannot be modified without written pre-authorization from County. Any request by Recipient to alter the schedule must be made in writing and received by County no later than 90 days before the Event/Project is scheduled to begin.
- B. Service to County
  - (1) The Event/Project shall create paid lodging for County that is subject to the collection of Tourist Development Tax (TDT). Tax exempt or complimentary rooms will not be counted toward the deliverables required through the funding guidelines.
  - (2) The Event/Project shall create economic activity for County.
- C. Marketing

- (1) Recipient shall credit the OMCVCB on all Event/Project marketing materials online and offline.
- (2) All Event/Project printed and digital marketing collateral and materials, including t-shirts, Event/Project merchandise, and give away items, shall include the OMCVCB logo or, if space does not permit, shall include the OMCVCB logo type and the following tagline: "This event is funded in part by the Ocala/Marion County Visitors and Convention Bureau" and the OMCVCB's URL - [www.OcalaMarion.com](http://www.OcalaMarion.com).

**Article 4 – General Responsibilities of Recipient:**

- 4.1 Recipient shall comply with all applicable federal, state, and local laws and regulations in executing the Event/Project and shall include this requirement in all subcontracts pertaining to the Event/Project. Recipient agrees to furnish all labor, materials equipment, and services and shall obtain any and all governmental permits necessary to execute the Event/Project. If any part of the Event/Project is not properly permitted prior to execution or completed without proper permits, the Event/Project will be disqualified for funding.
- 4.2 Recipient shall be responsible for its own electricity, water, light and heat to support the Event/Project, at no cost to County.
- 4.3 Recipient shall provide proof of insurance to County, obtained with a company or companies authorized to do business in the State of Florida with an A.M. Best Company rating of at least A-. A Commercial General Liability Insurance Policy is required for each Event in the Event/Project of \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage and Personal and Advertising Injury, \$1,000,000, and \$50,000 Fire Legal Liability Coverage. Marion County, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be named and covered as an additional insured with a CG 20 26 04 13 Additional Insured – The coverage shall contain no special limitation on the scope of protection afforded to Marion County, its officials, employees, or volunteers. The term of coverage must include not only all days of each Event in the Event/Project, but any set up days and take down days as well.
- 4.4 A. If Recipient's Event/Project qualifies as an "Equine activity" as defined in Chapter 773, Florida Statutes, Recipient acknowledges that:
  - (1) County qualifies as an "Equine activity sponsor" as defined in Chapter 773, Florida Statutes; and,
  - (2) Recipient shall be responsible for all of the following:
    - (a) Post and maintain one (1) or more signs in clearly visible locations near to where the equine activity begins, setting forth the warning in subsection 4.4(B) below using black letters, with each letter to be a minimum of one (1) inch in height, with sufficient color contrasts to be clearly distinguishable;
    - (b) Include a disclaimer setting forth the warning in subsection 4.4(B) below with all forms of registration or official documents requiring participants' signatures;
    - and,
    - (c) Include the warning set forth in subsection 4.4(B) below in program guides or any other materials for spectators.

B. The signs and documents described above shall contain the following notice:

**WARNING**

Under Florida law, an equine activity sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.
- 4.5 Recipient shall only receive funding for eligible expenses, as otherwise provided herein. Any funding advanced and later deemed ineligible for any reason, shall be repaid by Recipient to County within ten (10) days of written request.

**4.6 Recipient shall provide County each of the following, to the satisfaction of County:**

- A. Banners on site during the Event/Project;**
- B. If applicable, Full page ad in the Event/Project program;**
- C. Recognition during Public Address announcements;**
- D. Focus group surveys/access for research firm.**

**4.7** In the performance of this Agreement, Recipient shall be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture or associate of County, thereby making Recipient solely responsible for the means, methods, techniques, sequences and procedures utilized by Recipient in the full performance of this Agreement.

**4.8** Recipient shall keep records of all transactions related to this Agreement and County shall have the right to review such records. The parties specifically agree that should County request to review such records, Recipient shall produce the records at County’s office located at **109 W. Silver Springs Blvd., Ocala, FL 34475**, during normal business hours.

**4.9 Public Records Compliance.**

- A. Recipient acknowledges that any material, including papers, photographs, films, and audio recordings, made or received by County in connection with Recipient’s request for Program funding is a public record and subject to public inspection, unless there is a legislatively created exemption that makes it confidential and not subject to disclosure. Therefore, Recipient acknowledges that it cannot dictate to County what material is open to public inspection or the circumstances under which material is deemed confidential.
- B. If, under this Agreement, Recipient is providing services and is acting on behalf of County as provided under Section 119.001(2), Florida Statutes, then, Recipient shall comply with public records laws, specifically:
  - (1) Keep and maintain public records required by County to perform the service;
  - (2) Upon request from County’s custodian of records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following completion of this Agreement if Recipient does not transfer the records to County; and,
  - (4) Upon completion of this Agreement, transfer, at no cost, to County, all public records in possession of Recipient or keep and maintain public records required by County to perform the service. If Recipient transfers all public records to County upon completion of this Agreement, Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Recipient keeps and maintains public records upon completion of this Agreement, Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request from County’s custodian of public records in a format that is compatible with the information technology systems of County.
- C. If Recipient fails to provide the public records to County within a reasonable time or otherwise, Recipient may be subject to penalties under Section 119.10, Florida Statutes and may be subject to unilateral cancellation of this Agreement by County.
- D. **IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119,**

**FLORIDA STATUTES, TO RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS  
RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS  
AT:**

**Public Relations  
601 SE 25th Ave.  
Ocala, FL 34471  
Phone: 352-438-2300  
Fax: 352-438-2309  
Email: [Publicrelations@MarionCountyFL.org](mailto:Publicrelations@MarionCountyFL.org)**

**Article 5 – Indemnification and Liabilities:**

- 5.1** To the fullest extent permitted by law, Recipient shall indemnify, defend, and hold harmless County, its officers, board members, agents, representatives and employees, from and against fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgment and awards and actions of whatever kind or nature, including attorney's fees, costs (and costs and fees on appeal), and damages (including, but not limited to, actual and consequential damages, personal injury, bodily injury, sickness, disease or death, and injury to or destruction of tangible property including loss of use resulting therefrom), arising out of or resulting from guests, invitees, participants, spectators, or any action of Recipient, or in any way a result of the Event/Project or the use of County facilities, equipment, or property.
- 5.2** Recipient acknowledges that County, through the TDC, is only a financial contributor to the Event/Project and not a promoter or co-sponsor and County shall not be responsible for any debt incurred or liability issues that may occur in any way related to the Event/Project.

**Article 6 - Termination of this Agreement:**

- 6.1** County may terminate this Agreement at any time with or without cause. Recipient may terminate this Agreement at any time with cause solely with the approval of County. Any and all decisions made by County concerning termination of this Agreement are binding upon Recipient. Recipient acknowledges that termination of this Agreement does not relieve Recipient of any obligations it may have to the facility, vendors, etc.

**Article 7 – Photo/Likeness Release Form:**

- 7.1** Recipient acknowledges that the purpose of the Program and the award of Program funding to Recipient, are, in part, to promote County. Recipient grants to County the right to use and reproduce any and all photographs, digital images, videotapes or recordings made at or in relation to the Event/Project, including those of Recipient's employees, volunteers, invitees, and those that contain Recipient's name, artwork, logo or trademark, for use by County, and the right to copyright and/or use, reuse and/or publish, republish photographic pictures, digital images, videotapes or recordings. Recipient affirms it is the legal owner of any artwork, logo or trademark used by Recipient and acknowledges that County is relying on this representation and, to the extent there is any claim by any third party against County, Recipient will indemnify and hold the County harmless as to any such claim or damages arising from such claim. Recipient grants County permission for the photographs, digital images, videotapes, or recordings to be used in their entirety and/or edited versions as deemed necessary by County. It is understood these items will become the property of County and all rights to inspect or approve as well as any royalties or other such compensation are waived. Recipient further grants County permission for the photographs, digital images, videotapes or recordings to be used by County at any time in the future without notice being provided and that County's use may include for trade, commercial and advertising purposes, to promote the product or

service of County, and to simply report happenings in County, and may include the use of items on County websites. Recipient affirms it has made its invitees aware of County's intentions in this regard and has made the signing of a release a requirement to participate in the Event/Project.

**Article 8 – Governing Law, Venue, Waiver of Right to Jury Trial, Severability:**

- 8.1** This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County and (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial.
- 8.2** Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.

**THIS SPACE LEFT INTENTIONALLY BLANK**



WITNESS WHEREOF, the parties have entered into this Agreement by their duly authorized officers on the date of the last signature below.

ATTEST:

MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

GREGORY HARRELL  
CLERK OF COURT

BY: JEFF GOLD  
CHAIRMAN

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
BCC APPROVED:

MATTHEW MINTER  
COUNTY ATTORNEY

ACCEPTANCE DATE: \_\_\_\_\_

Bellevue Girls Softball, Inc. (Recipient)

By: Kimberly Boynton

Printed Name: Kimberly Boynton

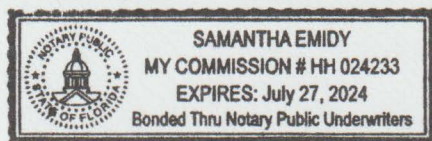
Its: President

Date: \_\_\_\_\_

STATE OF Florida

COUNTY OF Marion

The forgoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 29 day of April, 2021 by Kimberly Boynton (name of officer, manager, or agent), the President (title) of Bellevue Girls Softball, Inc. (name of entity acknowledging), a Florida (state or place of formation) entity, on behalf of the entity. He/she is personally known to me or has produced FLDL (type of identification) as identification.



Samantha Emidy  
(Notary Signature and Notary Seal)

Samantha Emidy  
(Name of Notary Typed, Printed or Stamped)

Commission Expires: July 27, 2024