

**AGREEMENT
BETWEEN ALACHUA COUNTY AND
GAINESVILLE SPORTS COMMISSION, NO 13937**

THIS AGREEMENT ("Agreement") is made by and between ALACHUA COUNTY, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and GAINESVILLE SPORTS ORGANIZING COMMITTEE, INC., a Florida not-for profit corporation d/b/a GAINESVILLE SPORTS COMMISSION, hereinafter referred to as "GSC". Collectively the County and GSC will be referred to as the "Parties".

WITNESSETH:

WHEREAS, Section 125.0104, Florida Statutes provides for tourist development tax revenue to be received by the County; and

WHEREAS, authorized uses of tourist development tax revenue includes, but is not limited to, promoting sports and sporting events, and other actions which promote tourism in Alachua County, Florida; and

WHEREAS, Gainesville Sports Organizing Committee doing business as the Gainesville Sports Commission is a local not-for-profit organization that helps to advertise, attract, create, and manage sporting events in Alachua County; and

WHEREAS, the Board of County Commissioners of Alachua County ("Board") has found that the services provided by GSC help promote tourism in Alachua County by promoting and developing sporting events or programs, which in turn increases tourism; and

WHEREAS, the County agrees to provide GSC a certain amount of tourist development tax revenue, as specified herein, for purposes authorized under this Agreement and Section 125.0104, Florida Statutes; and

WHEREAS, the County and GSC have previously entered into other written agreements, including restatements of and amendments to such agreements, regarding these and similar services; and

WHEREAS, the County and GSC would like to continue their joint efforts to promote tourism by having sporting events in Alachua County; and

WHEREAS, the Parties find it is appropriate to enter into a new agreement to update the terms and conditions for these services for and between the Parties.

NOW THEREFORE, in good and valid consideration, the County and GSC hereby agree as follows:

1. **Recitals**. The above recitals are correct and are incorporated herein.
2. **Term**. This Agreement will be effective upon execution of this Agreement by the last party to sign ("Effective Date") and will continue through September 30, 2026, unless earlier terminated as provided for herein.
3. **Prior Agreements**. All other written agreements between the Parties, including the 2001 Agreement, the 2006 Amended and Restated Agreement, the Bid Pool Agreements, and their multiple Amendments executed by and between the Parties ("Prior Agreements") are hereby automatically terminated as of the Effective Date of this restated 2023 Agreement. The County

has no further obligation under the Prior Agreements except to pay/reimburse GSC the funding amounts that are proper and authorized by the Prior Agreements for the applicable Services provided by GSC before the Effective Date of this Agreement. This 2023 Agreement constitutes the entire Agreement of the Parties as the Effective Date.

4. **Services.** In accordance with the terms and conditions of this Agreement, GSC agrees to provide the following services for Alachua County (“Services”): (a) provide sport organizing services that will generate tourism in Alachua County, Florida; and (b) promote sporting events and sporting programs and sporting centers in Alachua County, Florida. For purposes of this Agreement, “promote” means marketing or advertising designed to increase tourist-related business activities. GSC will coordinate, cooperate, and work with County employees and any other contractors, entities, professionals, and consultants retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining services of other contractors, entities, professionals, and consultants for similar or same Services or from the County independently performing the Services provided under this Agreement on its own.

5. **Funding.** To receive funding under this Agreement, the GSC will submit expenditure reports and requests for reimbursement (“invoices”) to the County for Services provided by GSC in accordance with the terms of this Agreement, and in the manner stated in paragraph 6 below.

A. **Administration Funding.** In consideration of GSC providing the Services, the County agrees to reimburse the GSC for allowable and allocable expenses, up to the amount of \$470,000 for Administration Funding, for each County fiscal year (Oct 1 – September 30). Starting October 1, 2024, and every start October 1 thereafter during the term of this Agreement, the Parties agree that the Administration Funding amount will be adjusted upward by 3% of the then existing Administration Funding amount.

B. **Bid Pool Funding.** In consideration of GSC providing the Services, the County agrees to reimburse the GSC for allowable and allocable expenses, up to the agreed amount of \$210,000 for Bid Pool Funding, for each County fiscal year (Oct 1 – September 30). Bid Pool Funding shall only be used for sporting events to be held in the geographical boundaries of Alachua County, Florida. Bid Pool Funding provided by the County will be used only and exclusively for the bidding and attraction of outside events. For purpose of this Agreement, “outside events” are those events or programs that are not produced, sanctioned, or created by either GSC, GSC’s agent, the Alachua County Sports & Event Center Operator or its/his/her agents or affiliates.

Bid Pool Funding allocation is to be used for events to be held at locations other than the Sports & Events Center. As stated in paragraph 8, the County has a separate, third-party agreement with an Operator for the Sports & Event Center. GSC will not assign, award, or otherwise pay Bid Pool Funding to the Sports & Event Center Operator or its/his/her agents and affiliates.

If GSC bids on event to be held, or intended to be held, at the Sports & Events Center, GSC must submit a request to the County delivered to Visitors and Convention Bureau utilizing the request form created by the Bureau for this purpose. The request will then be reviewed by County Manager and the Sports & Event Center Operator and approved or disapproved within 7 business days.

C. Unspent Administration Funding and Bid Pool Funding held by the County at the end of a County's fiscal year (Oct 1 - September 30) will remain funding of the County. GSC is not entitled to a carryover to a subsequent fiscal year if any funds are unspent during a given fiscal year. However, the GSC may submit a written request (which must include a written plan for usage and be received by the County Manager's Office prior to August 1) to the Alachua County Board of County Commissioners ("Board"). The Board will consider, on a case-by-case basis, the request and will decide whether unspent Bid Pool Funding at the end of the County's fiscal year may be carry-forwarded or not.

D. Funding provided to GSC under this Agreement shall only be used for purposes and expenses authorized under Section 125.0104, Florida Statutes, as may be amended.

6. **Method of Reimbursement.** To receive payment from the County GSC must submit requests for reimbursement ('invoices') to the County for expenditures incurred under this Agreement, subject to the amount limitations in paragraph 5. GSC's invoice shall describe the Service provided in detail and the date the Service was rendered. The invoice shall be accompanied by documentation or data in support of the charge for which payment is being sought, such as, but not limited to, a copy of check or payment written by GSC to pay the bill, a copy of invoice from the vendor, and proof of performance of the Service. For reimbursement request for Bid Pool Funding, GSC must include with the invoice package a complete copy of all submitted bids, including event information and the credentials of the sanctioning body. Each invoice shall bear the signature of an authorized representative of GSC which shall constitute GSC's representation that the Services have been performed, that the charged included in the invoice have been incurred, that these amounts have been spent by the GSC for a public purpose in accordance with Florida Statutes and this Agreement, and have not been submitted to or already reimbursed by the County or another other GSC or entity, and that the amount requested is currently due and owing, and that there is no reason known to the GSC that payment of any portion thereof should be withheld. Submission of GSC's invoice for payment shall further constitute GSC's representation to the County that, upon receipt by the County of the invoice, all obligations of GSC to others, including its consultants, incurred in connection with this Agreement, have been paid in full. Invoices must be submitted the County at the following address, unless the Alachua County Tourism Development Manager authorizes acceptance of invoices by email:

Visitors and Convention Bureau
Attn: Tourism Development Manager
33 North Main Street
Gainesville, FL 32601

The County will make payment to the GSC, all amounts properly invoiced and allowable under the provisions of this section, to the following address:

Gainesville Sports Commission
300 East University Avenue, Suite 100
Gainesville, FL 32601

Each party may change the above listed mailing address by giving the other party, written notice of election to change the address. If the County Manager or his/her designee find that any representations of GSC relating to payment are inaccurate, the County may withhold payment of

sums then or in the future otherwise due until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.

7. **Non-Allowable Expenses.** The County will not pay or reimburse GSC for Non-Allowable Expenses. The Parties agree that the following are Non-Allowable Expenses:

- Financial support to promote or advertise events and facilities held or to be held outside the boundaries of Alachua County, Florida.
- Real property, capital improvements, including but not limited to new construction, renovation, restoration, installation or replacement of fixtures.
- Tangible personal property, including but not limited to office furniture, electronics, permanent collections or individual pieces of art.
- Design, engineering, and project development studies.
- Interest or reduction of deficits or loans, bank fees, debt, and credit card fees.
- Events, camps, and classes which are restricted to private or exclusive participation and private entertainment, food or beverages (i.e., GSC members only events).
- Fundraisers that benefit organizations or businesses other than GSC.
- Payment of any bills of a personal nature, such as rent, mortgage, utilities, personal vehicles and cell phone.
- Interest or reduction of deficits or loans, fines, penalties, or cost of litigation.
- Advertising, printing, or other expenses that omit the Visit Gainesville, Alachua County, FL logo and/or recognition.
- Contests, cash prizes, prize money, and scholarships.
- Political events or activities.
- Alcohol.
- Single use plastic bottles.
- Discriminatory acts or practices, including discrimination based on race; color; national origin; religion; sex; marital status; age; disability; sexual orientation; gender identify or expression.
- Sales tax and tourist development taxes.
- In accordance with applicable law, the funding provided under this Agreement may not be used in aid of a program or event whose purpose is to promote the religion of the provider, be significantly sectarian in nature, involve religious indoctrination, require participation in religious ritual, or encourage the preference of a religion.
- Any expenditure not authorized by Alachua County Code of Ordinances.
- Other cost or expense that does not promote or advertise tourism in Alachua County.
- Any expenditure in violation of Section 125.0104, Florida Statutes.

8. **Alachua County Sports & Event Center.** The County owns the Alachua County Sports & Event Center ("Event Center"). The Event Center, which also constitutes a "stadium" and "arena", will be marketed to tourists and sports teams, although use of the Event Center will also be available for use by area residents. The County has a separate, third-party agreement with an Operator for sole and exclusive right to sell, lease and contract for the sale or lease of event programs, and for sole and exclusive right to undertake any and all advertising and marketing of the Event Center. GSC will include the Event Center as an available County facility wherever other advertising of similar or other facilities is occurring, including printed materials, websites, and other marketing. However, GSC will not take any action on behalf of the County which would conflict with the separate Event Center Operator

Agreement, as may be amended. A copy of such agreement can be made available upon request by the GSC to the County.

9. **Credit Attribution.** GSC will include the Visit Gainesville, Alachua County, FL logo and the following statement, "Funded in part by Visit Gainesville, Alachua County" on organizational and promotional materials for which Visit Gainesville, Alachua County funding is used to draw sports events to Alachua County.

10. **Reporting.** GSC shall report annually to the Alachua County Visitors and Convention Bureau the events that GSC has bid on, the status of the bids, the amount of Bid Pool funds applied to each event, the total direct dollar impact of the sporting event, and the number of room nights generated by each event. Additionally, GSC shall report annually to the Alachua County Tourist Development Council. If requested, GSC will conduct a presentation to the Alachua County Board of County Commissioners on program and/or financial summaries of its Services to the County.

11. **Personnel and Monitoring.** GSC assures that all personnel who perform the Services are competent, reliable and experienced to perform their tasks. GSC shall permit the County and County's representative to attend all meetings of the GSC Board of Directors, and will notify the County as such, including meeting dates, times and locations. The County is permitted to attend and monitor sporting events promoted by or organized by GSC.

12. **Default and Termination.**

1) **Default.** The failure of either party to comply with any provision of this Agreement will place the party in default. A party will notify the defaulting party in a written notice of default and will make reference in the notice to the provision(s) which gave rise to the default. The non-defaulting party will provide the other with 30 calendar days to cure the default, excluding federal holidays. The Tourism Development Manager or other designee of the Alachua County Manager is authorized to provide notice of default to GSC on behalf of the County. If the situation is not corrected within the allotted time, this Agreement may be terminated utilizing the process in section 12(B) below. Failure of either party to declare a default shall not constitute a waiver of any rights by the non-breaching party.

2) **Termination.** Either party may terminate this Agreement, with or without cause, by providing the other party with written notice of termination. The termination will be effective 60 calendar days after date of the notice of termination. Upon termination, the County has no further obligation under this Agreement except to pay to GSC an amount sufficient to pay for applicable Services provided by GSC before the date the notice of termination of this Agreement. In the event of termination, GSC's recovery against County shall be limited to that portion of this Services completed prior to the date of the notice of termination. GSC shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

3) **Termination for Unavailability of Funding:** If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to GSC. Under this section, the County Manager and his/her designee is authorized to provide notice of termination on behalf of the County due to unavailability of funding. Notice may be electronically given by the County to GSC. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by GSC. In the event of termination, GSC's

recovery against County shall be limited to that portion of this Services earned prior to the date of the notice of termination. GSC shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

4) At any time the County may perform the Services described herein itself, or may obtain the same or similar Services from any other entities, contractors, organizations, firms, and individuals, and may use any method deemed in the County's best interest.

13. **Insurance.** GSC will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit "1"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "1-A"**.

14. **Indemnification.** GSC HEREBY RELEASES AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, CAUSES OF ACTION AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF GSC OR GSC'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT. This obligation shall in no way be limited in any nature by any limitation on the amount or type of GSC's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of GSC or GSC's employees, representatives or agents, then GSC will investigate, respond to and provide a defense for any allegations and claims, at GSC's sole costs and expense. Furthermore, GSC will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. GSC and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

With respect to Services, work, or goods provided under or arising from this Agreement, GSC shall indemnify, defend, and hold harmless the County from any suits, actions, damages, and costs of every name and description, including attorneys' fees and costs, arising from or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right. If any product is the subject of an infringement suit, or in GSC's opinion is likely to become the subject of such a suit, GSC may, at its sole expense, procure for the County the right to continue using the product or to modify it to become non-infringing. If GSC is not reasonably able to modify or otherwise secure for the County the right to continue using the product, the Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. The County shall not be liable for any royalties.

15. **Alachua County Minimum Wage.** If, as determined by County, the Services to be performed pursuant to this Agreement are 'Covered Services', as defined under the Alachua

County Government Minimum Wage Ordinance (“Wage Ordinance”), then during the term of this Agreement and any renewals, GSC shall pay its ‘Covered Employees’, as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage (“Minimum Wage”), as may be amended by the County. GSC will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$16.00 per hour with qualifying health
benefits amounting to at least \$2.00 per hour

\$18.00 per hour
without health benefits

If applicable to the Services under this Agreement and to GSC, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

16. **Public Records.** In accordance with §119.0701, Florida Statutes, GSC, *when acting on behalf of the County*, shall, as required by Florida law:

- A. Keep and maintain public records required by the County to perform the services.
- B. Upon request from the County’s custodian of public records, provide the 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 Florida law or as otherwise provided by law.
- C. 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 the Agreement if GSC does not transfer the records to the County.
- D. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of GSC or keep and maintain public records required by the County to perform the services. If GSC transfers all public records to the County upon completion of the Agreement, GSC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If GSC keeps and maintains public records upon completion of the Agreement, GSC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County’s custodian of public records, in a format that is compatible with the County’s information technology systems.

IF GSC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GSC’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY’S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If GSC fails to comply with this section, GSC will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. GSC who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statutes, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

GSC will take reasonable measures to protect, secure and maintain any data held by GSC in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If GSC suspects or becomes aware of a security breach or unauthorized access to such data by a third party, GSC shall immediately notify the County in writing and will work, at GSC's expense, to prevent or stop the data breach.

17. **Auditing Rights and Information.** County reserves the right to require GSC to submit to an audit, by the County or an auditor of the County's choosing. GSC shall provide access to all its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. GSC shall retain all records pertaining to this Agreement and upon request make them available to County for five (5) complete calendar years following expiration or termination of the Agreement. GSC agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the GSC in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

18. **Laws & Regulations.** GSC will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the Services provided to the County under this Agreement. GSC is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the Services outlined in this Agreement. If GSC is not familiar with laws, ordinances, rules and regulations, GSC remains liable for any violation and all subsequent damages, penalties, or fines.

19. **Governing Law and Venue.** The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida and each party shall be responsible for its own attorneys' fees.

20. **Amendment and Assignment.** The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. GSC shall assign or transfer any interest, rights or obligations in this Agreement without prior written consent of the County. The County and GSC each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

21. **Additional Services.** Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment to this Agreement by the Parties.

22. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.

23. **Nondiscrimination.** GSC certifies that it will provide the Services and programs and event associated with attracting and promoting events and programs in Alachua County without conducting discriminatory practices and without regard to race, color, national origin, religion,

sex, marital status, age, disability, marital statutes, sexual orientation, gender identity or expression, and will remain in compliance with the Civil Rights Act and any similar other federal, state or local laws, rules and regulations, as may be amended.

24. **Independent Contractor.** In the performance of this Agreement, GSC is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. GSC is solely responsible for the means, methods, techniques, sequences, and procedures utilized by GSC in the performance of the Services referenced in this Agreement. GSC has no authority to obligate the County. GSC shall keep its own books and accounts, and be the custodian of its own funds.

25. **E-Verify.** Pursuant to F.S. sec. 448.095, GSC shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the GSC during the term of the Agreement. GSC shall require any subcontractors performing work or providing Services under this Agreement to register and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement, and otherwise comply with Florida law. The E-Verify system is located at <https://www.uscis.gov/E-Verify>. Failure to comply with this section is grounds for termination and GSC (a) may not be awarded a contract with the County for at least 1 year after the date on which the Agreement was terminated and (b) is liable for any additional costs incurred by the County as a result of termination of this Agreement.

26. **Conflict of Interest.** GSC warrants that neither GSC nor any of GSC's employees have any financial or personal interest that conflicts with the execution of this Agreement. GSC shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

27. **Prohibition Against Contingent Fees.** As required by §287.055(6), Florida Statutes, GSC warrants that he/she/it has not employed or retained any company or person, other than a bona fide employee working solely for the GSC to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the GSC any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If GSC breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

28. **Force Majeure.** The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

29. **Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a GSC, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

30. **Collusion.** By signing this Agreement, GSC declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or

corporations, and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

31. **Counterparts.** This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

32. **Severability and Ambiguity.** It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

33. **Electronic Signatures.** The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

34. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

County: Visitors and Convention Bureau
Attn: Tourism Development Manager
33 North Main Street
Gainesville, FL 32601

cc: With a copy electronically sent to:
Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us
Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

GSC: Gainesville Sports Commission
300 East University Avenue, Suite 100

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes stated herein executed on the date written below by the County, through its Chair of Board of County Commissioners, and by GSC, through its duly authorized representative.

ATTEST (By Corporate Officer)

By: _____

Print: _____

BRYAN FLOOD

**GAINESVILLE SPORTS ORGANIZING
COMMITTEE, INC d/b/a**

GAINESVILLE SPORTS COMMISSION

By: _____

Title: Executive Director

Date: _____

9/21/2023

ALACHUA COUNTY, FLORIDA

By: _____

Anna Prizzia, Chair
Board of County Commissioners

Date: _____

Approved as to form:

ATTEST:

By: _____

JK "Jess" Irby II, Clerk

(Seal)

Alachua County Attorney's Office

Exhibit 1: Insurance Requirements

TYPE "B" INSURANCE REQUIREMENTS

"Professional or Consulting Services"

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate,

\$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.

A. Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B. Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

V. CYBER LIABILITY COVERAGE (when applicable)

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

VI. OTHER INSURANCE PROVISIONS.

A. The policies are to contain, or be endorsed to contain, the following provisions:

B. Commercial General Liability and Automobile Liability Coverages

1. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities

performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

C. All Coverages

The Contractor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

VII. SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

Exhibit 1-A: Certificate of Insurance