

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 FELLOWSHIP  
OF CHRISTIAN ATHLETES FOR TOURIST DEVELOPMENT FY03 FUNDING  
FOR THE 18<sup>TH</sup> ANNUAL FCA INTERNATIONAL PRO-AM GOLF TOURNAMENT  
ON DECEMBER 9, 2002

**WHEREAS**, the Fellowship of Christian Athletes is a nationally known and respected non-denominational sports ministry in existence for 48 years and is a 501(C)(3) charitable organization, and

**WHEREAS**, the Fellowship of Christian Athletes Golf (FCA Golf) has been in existence for 25 years hosting golf tournaments, junior golf camps and Tour chapels and is headquartered in Ponte Vedra Beach in St. Johns County, and

**WHEREAS**, FCA Golf will be hosting its 18<sup>th</sup> Annual International Pro-Am Tournament on December 9, 2002 in Ponte Vedra Beach in St. Johns County, and the event is being expanded to a 3-day program including The King and The Bear Golf Course, World Golf Village and the city of St. Augustine, and

**WHEREAS**, this unique event in the County will bring in 112 amateurs and 28 professionals from across the country, plus guests, with the majority of participants fitting the demographic profile that is of interest to the County's tourism promotion efforts, and

**WHEREAS**, proceeds from this tournament will help fund FCA Golf's National Scramble Championship, junior golf camp and TPC Breakfast, all held in St. Johns County, and

**WHEREAS**, the International Pro-Am is a continuation of an event run for the first 16 years in Southern Florida and was intentionally moved to the TPC at Sawgrass and is honoring Barbara and Jack Nicklaus with a ceremony at this year's event, and

**WHEREAS**, golf activities such as this tournament provide a high profile way to advance the promotion of tourism and continue the County's efforts as a "Headquarters for a World of Sports," and

**WHEREAS**, the Tourist Development Council has determined that funding for the event is available from 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 Fellowship of Christian Athletes for the International Pro-Am Golf Tournament on December 9, 2002 (Exhibit "A").
2. Funding in the amount of \$25,000 shall be made available to the Fellowship of Christian Athletes from the Tourist Development Council, Category III funds budgeted for fiscal year 2003.
3. The Fellowship of Christian Athletes shall:
  - a. Expend funds as authorized in the attached 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.

PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY FLORIDA, THIS 22 DAY OF October 2002.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

BY: James E. Bryant  
JAMES E. BRYANT, Chairman

ATTEST, CHERYL STRICKLAND, CLERK

Cheryl Strickland  
Deputy Clerk

RENDITION DATE 10/23/02

**CONTRACT**  
**SPORTS EVENT: FELLOWSHIP OF CHRISTIAN ATHLETES**  
**INTERNATIONAL PRO-AM**

St. Johns County Tourist Development Council  
**Category III SPORTS EVENT**

**CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE**

This Contract is made as of the 1st day of October, 2002, by and between the Board of County Commissioners of St. Johns County, Florida, hereinafter referred to as the COUNTY, and, **Fellowship of Christian Athletes** hereinafter referred to as the AGENCY, a corporation entitled to do business in the State of Florida, whose address is:

**FCA Golf**  
**P.O. Box 664**  
**Ponte Vedra Beach, FL 32004**

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

**ARTICLE 1 - 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 golf tournament on December 9, 2002, and other benefits to the County as described in Exhibit "A"

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, 2002 and ending on September 30, 2003, which is **\$25,000.**

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 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 1, 2002.
2. This Contract shall end on September 30, 2003.
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:

**FCA Golf**  
**P.O. Box 664**  
**Ponte Vedra Beach, FL 32004**

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

*Patricia McGrade*  
BY: DEPUTY CLERK

*Ben Adams*  
BY: BEN ADAMS  
COUNTY ADMINISTRATOR

*Jaime Delany*  
WITNESS AS TO AGENCY

*Dean Dwyer*  
NAME OF AGENCY  
Executive Director, RA 601 f

*Linda Guenther*  
WITNESS AS TO AGENCY

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REPRESENTATIVE

October 10, 2002

EXHIBIT "A"

Fellowship of Christian Athletes International Pro-Am Golf Tournament

December 7,8,9, 2002

### FCA National Scramble Championship Series

1. The FCA agrees to hold the 125 - tournament championship tournament in St. Johns County, Florida in November 2003 (Currently holding one in November 2002).
2. FCA agrees to promote St. Johns County (St. Augustine, Ponte Vedra & The Beaches) as the site of the Championship tournament during the 125 tournaments leading up to the final tournament. FCA will produce a minimum of 30,000 brochures promoting the National Scramble Championship and provide space within the brochure to promote St. Augustine, Ponte Vedra & The Beaches. The Visitors & Convention Bureau will provide brochure copy.
3. FCA will distribute St. Augustine, Ponte Vedra & The Beaches rack brochures in the approximate 9,000 player packets during the National Scramble Championship Series.

### International Pro-Am

1. FCA agrees to produce an International Pro-Am tournament in St. Johns County December 7,8,9, 2002, including securing 28 PGA, Sr. PGA and LPGA Tour professionals and 112 amateur players.
2. FCA agrees to promote St. Augustine, Ponte Vedra & The Beaches as the site of the Pro-Am in any post tournament media announcements or promotional materials.
3. FCA agrees to offer special accommodation packages for the tournament, which provide adequate time for sightseeing and non-golf oriented tourist activities.

## FCA GOLF NEWSLETTER

1. FCA agrees to provide a minimum of one editorial feature promoting St. Augustine, Ponte Vedra & The Beaches in the FCA Golf Newsletter prior to September 30, 2003. The newsletter will be mailed by FCA to approximately 6,000 persons.
2. FCA agrees to provide one flier (printing included) inserted into the FCA Golf Newsletter promoting St. Augustine, Ponte Vedra & The Beaches as a golf destination and site of FCA golf tournaments. The Visitors & Convention Bureau will provide artwork and editorial.

## SHARING THE VICTORY

1. FCA will provide advertising space in three issues of the 90,000 circulation "Sharing The Victory" magazine produced by the FCA

## OTHER

1. FCA agrees to provide a link from their web site to Getaway4Golf.com, the Visitors & Convention Bureau website for a period of one year.
2. FCA agrees to conduct a Junior Golf Camp in St. Johns County prior to September 30, 2003.