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CONTRACT NO. 2009-398  
BCC APPROVED 7/22/09

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KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FL

INTERLOCAL AGREEMENT  
BETWEEN THE  
CITY OF SARASOTA  
AND  
SARASOTA COUNTY  
FOR  
MAJOR LEAGUE BASEBALL SPRING TRAINING USE  
BY THE  
BALTIMORE ORIOLES

This Interlocal Agreement is entered into this 24<sup>th</sup> day of July, 2009 by and between the City of Sarasota, Florida and Sarasota County, Florida.

Section 1. Recitals.

- 1.1 The City owns a Major League Baseball Spring Training Complex which is referred to as the City of Sarasota Sports Complex.
- 1.2 The Sports Complex has been used for Major League Baseball Spring Training Activities since 1989. The Sports Complex is presently leased to the Cincinnati Reds Major League Baseball club under a lease that will expire on October 31, 2009
- 1.3 The City and the County each desire that the Sports Complex continue to be used for Major League Baseball Spring Training Activities.
- 1.4 The Sports Complex requires substantial renovation in order to attract a Major League Baseball team to conduct its Spring Training Activities at the Sports Complex.
- 1.5 The City has expressed its desire to transfer ownership of the Sports Complex to the County for use as a substantially renovated Major League Baseball Spring Training facility.
- 1.6 The County is interested in acquiring ownership of the Sports Complex for such use.

Section 2. Legal Authority.

2. This Agreement is entered into under the authority of Chapters 125 and 166, Florida Statutes and Section 163.01, Florida Statutes.

### Section 3. Definitions.

“City” means the City of Sarasota, Florida a municipal corporation.

“County” means Sarasota County, Florida a political subdivision of the State of Florida.

“Environmental Monitoring and Reporting Requirements” means obligations of the City under applicable environmental laws and as set forth in a consent order entered into between the City and the Florida Department of Environmental Protection with respect to the Sports Complex.

“Furniture, Fixtures and Equipment” means all of the furniture, fixtures and equipment used and useful in connection with the operation, maintenance and use of the Sports Complex as more fully described on the attached Exhibit “A”.

“OTTED” means the Florida Office of Tourism, Trade, and Economic Development.

“OTTED Funds” means grant funds provide by the State of Florida to the City through OTTED for the purpose of constructing new or substantially renovated Major League Baseball Spring Training facilities in order to attract or retain a Major League Baseball club to conduct its Spring Training Activities within the State of Florida.

“Spring Training Activities” means Major and Minor League player preseason training, Major and Minor League games, player rehabilitation, extended spring training operations and other year-round baseball related activities.

“Sports Complex” means the City of Sarasota Sports Complex consisting of approximately 37 acres of land and improvements located at the intersection of 12<sup>th</sup> Street and Tuttle Avenue, together with approximately 15 acres of additional lands located North of 12<sup>th</sup> Street and South of 17<sup>th</sup> Street more particularly described on the attached Exhibit “B”.

“TDT Revenues” means Tourist Development Tax Revenues collected by the County as authorized by Section 114-64 of the Sarasota County Code, to be used to fund the costs to construct and maintain Major League Baseball Spring Training facility.

#### Section 4. City Obligations.

4. Subject to the Conditions Precedent set forth in Section 6 hereof, the City agrees as follows:
  - 4.1 The City agrees to transfer ownership of the Sports Complex to the County by fee simple deed at such time as the County shall reasonably request after the lease of the Sports Complex to the Cincinnati Reds has expired.
  - 4.2 The City agrees to continue to perform its Environmental Monitoring and Reporting Requirements after the effective date of this Interlocal Agreement and following transfer of title to the Sports Complex to the County.
  - 4.3 The City agrees to transfer the Furniture, Fixture and Equipment to the County by Bill of Sale to be delivered to the County simultaneously with the delivery of the deed to the Sports Complex.
  - 4.4 The City agrees to provide the County with copies of all documents, surveys and reports pertaining to the condition of and use of the Sports Complex as requested by the County.
  - 4.5 The City agrees to take such action as may reasonably be necessary, including the filing of an amendment to its OTTED grant funding application, to satisfy OTTED that the grant funding will be made available and can be used to fund the substantial renovation of the Sports Complex to be leased to the Baltimore Orioles Major League Baseball club.
  - 4.6 The City agrees to use its best efforts to issue its bonds to be repaid by the OTTED funds no later than thirty (30) days following receipt of notice from the County that it, or its designee, is prepared to authorize a contract for the substantial renovation of the Sports Complex.
  - 4.7 The City agrees to transfer the accumulated OTTED funds and actual OTTED bond proceeds, less reasonable costs of issuance, to the County in an amount estimated to be not less than \$7.5 million within three (3) days after the bond closing.
  - 4.8 The City agrees to provide expedited review and priority scheduling for any permit or development approval submitted to the City by the County, or its designee, in connection with the renovation, expansion or use of the Sports Complex.
  - 4.9 The City agrees to be bound by the terms of the Environmental Indemnification in favor of the Baltimore Orioles and the County as set forth in the attached Exhibit "C." Upon adoption of this Interlocal Agreement, the City and County shall promptly present to the Orioles for acceptance the terms and conditions of Exhibit "C." Upon written acceptance by the Baltimore Orioles, the Environmental Indemnification and the rights and obligations of the City, the County and the Orioles set forth in Exhibit "C" shall be fully enforceable with all remedies at law and in equity available to the City, County and the Orioles.

## Section 5. County Obligations.

5. Subject to the Conditions Precedent set forth in section 6 hereof, the County agrees as follows:
  - 5.1 The County agrees to accept the transfer of ownership of the Sports Complex from the City for use as a Major League Spring Training and community use facility. The purchase price to be paid by the County to the City at the time of transfer shall be One dollar.
  - 5.2 The County agrees to use its best efforts to negotiate the terms of a Memorandum of Understanding with the Baltimore Orioles Major League Baseball club which would obligate the County and the Baltimore Orioles to design and complete a substantial renovation to the Sports Complex for use by the Baltimore Orioles pursuant to the terms of a thirty (30) year lease. The Memorandum of Understanding shall include provisions insuring the continued community use of the Sports Complex for not less than twenty-one (21) days per year and may include provisions granting naming rights to the Sports Complex to the Baltimore Orioles.
  - 5.3 The County agrees that it shall take all actions necessary to insure that the Baltimore Orioles continue to occupy the Sports Complex and to otherwise comply with the OTTED grant conditions during the term of the OTTED grant obligations, including the filing of a civil lawsuit seeking injunctive relief or specific performance, if necessary.
  - 5.4 The County agrees to conduct the public hearing necessary to allow it to amend its TDT plan to allow the use of up to one-half of one percent of its TDT Revenues to construct Major League Baseball Spring Training facility.
  - 5.5 The County agrees to use its best efforts to issue its bonds to be repaid from its TDT Revenues no later than thirty (30) days after it notifies the City that it, or its designee, is prepared to authorize a contract for the substantial renovation of the Sports Complex.
  - 5.6 The County agrees that the City shall have no financial obligation to provide funding for the substantial renovation of the Sports Complex other than the City's obligations with respect to the OTTED funds.
  - 5.7 The County agrees that the City shall have no financial obligation to provide funding for the operation and maintenance of or capital repairs and improvements to the Sports Complex during the time that the Sports Complex is in County ownership.
  - 5.8 The County agrees that the City will have no financial obligation to pay ad valorem taxes or assessments levied or imposed against the Sports Complex during the time that the Sports Complex is in County ownership.

- 5.9 The County agrees that the plaques honoring Ed Smith and Red Ermish presently at the Sports Complex will be displayed at the Sports Complex following its substantial renovation.
- 5.10 The County agrees that the City shall have the right to access tickets provided to the County for economic development purposes for Major League Spring Training games through a process to be established by the County provided that such use shall be for economic development purposes.
- 5.11 The County agrees to notify the City at such time as any bonds, including refunding bonds, issued to fund capital improvements to the Sports Complex are repaid in full.

#### Section 6. Conditions Precedent.

6. The obligations of the City and County are conditioned upon the satisfaction of the following conditions precedent:
  - 6.1 Receipt of concurrence from OTTED, or other State office or official having the requisite authority, indicating that the OTTED Funds may be transferred by the City to the County for use in connection with a substantial renovation of the Sports Complex and long term lease of the Sports Complex to the Baltimore Orioles.
  - 6.2 Execution of a Memorandum of Understanding between the County and the Baltimore Orioles pursuant to which the County and the Baltimore Orioles agree to cause the substantial renovation of the Sports Complex using OTTED bond proceeds, and accumulated OTTED funds, TDT bond proceeds, and legally available accumulated TDT funds, and funds contributed to the project by the Baltimore Orioles, if required, as well as agreement on the terms of a lease of not less than thirty (30) years pursuant to which the Baltimore Orioles will be obligated to hold Spring Training Activities at the Sports Complex.

In the event that one or both of the above-described conditions precedent are not satisfied prior to September 30, 2009 then either the City or the County may elect to terminate this Interlocal Agreement by providing written notice of termination to the other party.

#### Section 7. Future Use and Ownership of the Sports Complex.

- 7.1 The County shall have the obligation to transfer ownership of the Sports Complex back to the City in the event that: (1) Major League Spring Training Activities at the Sports Complex are discontinued by the Baltimore Orioles for a period of two (2) years and no other Major League Baseball club agrees to use the Sports Complex for Spring Training Activities, and (2) the County has repaid any and all debt issued in connection with the substantial

renovation of the Sports Complex or any future capital repair or improvement; provided, however, that the County shall not issue debt having payment obligations that extend beyond the term of the lease, or any lease extension, between the County and the Baltimore Orioles. In order to effectuate this obligation the City must first notify the County in writing that it is of the opinion that the two above-described events have occurred including a demand that ownership of the Sports Complex be transferred back to the City. The purchase price to be paid by the City to the County at the time of transfer shall be One dollar.

- 7.2 Upon transfer of the Sports Complex back to the City the Sports Complex shall be used for public recreational or other public use. In the event that the City desires to make the Sports Complex available for non-public uses the County shall have the option to purchase or lease the Sports Complex from the City. If the Sports Complex is purchased, the purchase price to be paid by the County to the City at the time of transfer shall be the appraised value of the Sports Complex land exclusive of the value of the improvements assuming its use as a publicly owned Sports Complex. If the Sports Complex is leased, the rent to be paid by the County to the City shall be established on the basis that it is a land lease only and shall exclude the value of the improvements.

#### Section 8. Assignment.

No assignment, delegation, transfer or novation of this Interlocal Agreement or any part thereof shall be made, unless approved in writing by City and County.

#### Section 9. Notices.

Any notices or other documents permitted or required to be delivered pursuant to this Interlocal Agreement shall be delivered in writing by hand or United States Postal Service, certified mail, return receipt requested to the following address:

Notices to City shall be sent to:

City of Sarasota, Florida  
1565 First Street  
Sarasota, Florida 34236  
Attn: City Manager

Notices to County shall be sent to:

Sarasota County  
1660 Ringling Boulevard

Sarasota, Florida 34236  
Attn: County Administrator

Section 10. Effective Date.

This Interlocal shall become effective upon recording of a certified copy in the Official Records of Sarasota County pursuant to Section 163.01 (11), Florida Statutes.

**IN WITNESS WHEREOF**, this Interlocal Agreement was signed and sealed in duplicate by the respective parties hereto.


**CITY OF SARASOTA, FLORIDA**

By: Richard Clapp  
Richard Clapp, Mayor

Dated: 7-23-09

ATTEST:

Billy E. Robinson  
City Auditor & Clerk



**COUNTY OF SARASOTA**

By its Board of County Commissioners

By: Joni Thaxton  
Joni Thaxton, Chair

Dated: 7/24/2009

ATTEST:

Karen E. Rushing, Clerk of Circuit Court and Ex Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

By: Paula J. Clinton  
Deputy Clerk

Approved as to form and correctness:

Robert M. Fournier  
City Attorney

Approved as to form and correctness:

Steph...  
County Attorney

**EXHIBIT "A"**  
**EXISTING EQUIPMENT AND IMPROVEMENTS**

**CONCESSION - FIRST BASE**

4	SODA UNITS	3 Pepsi Soda Units (Owned by Pepsi)
1	SERVING COUNTER	1 Serving Counter
1	BEER SYSTEM (4 TOWER)	1 Beer System (5 tower) (New in 2001)
5	CASH DRAWERS	6 registers with cash drawers (non working?)
4	ROLL WARMERS	6 2drawer Toastmaster - All working
2	PRETZEL DISPLAYS	5 pretzel displays (Owned by J&J Snack Foods)
2	MENU BOARDS	3 menu boards (replaced in 2006 or 2007)
1	BACK BAR	1 back counter
2	POPCORN WARMERS	4 popcorn warmers, 3 working, 1 not working
1	HOT WATER HEATER	1 hot water heater
2	HAND LAV	2 hand sinks
1	SINK UNIT	1 sink unit
1	WALK-IN BEER BOX	1 Walk-in Cooler
1	PRETZEL BAKER	1 pretzel machine (Owned by J&J Snack Foods)
3	PREP. TABLES	4 Stainless Steel prep tables
1	HOTDOG COOKER	1 Hot dog cooker replaced in 2001
1	ICE MACHINE AND BIN	1 ice machine & bin (replaced in 2001)
1	CONDIMENT STAND	Scrap
2	CONDIMENT SERVERS	Scrap
5	SHELVE UNITS	13 shelve units plus 1 plastic 5 tier unit
3	Coffee Maker	3 Newco 2-warmer coffee maker, 1 works-2 don't
2	Nacho Cheese Dispensers	2 Gehls Nacho Cheese Dispensers
1	Freezer Box	1 OmniCube Freezer Box (doesn't work)
2	Freezer Units	2 Tabletop Ice Cream Freezers (small)
1	Convection Oven	1 Garland Convection Oven
1	Coffee Cambro	1 Rubbermaid Coffee Cambro
6	Pot Warmers	6 Electric Pot Warmers
1	Water filtration system	1-2filter water filtration system on ice maker
4	SODA UNITS	3 Pepsi Soda Units (Owned by Pepsi)
1	SERVING COUNTER	1 Serving Counter
1	BEER SYSTEM (4 TOWER)	1 beer system-doesn't work; new one purchased in 2007 (4-tower)
6	CASH DRAWERS	5-6 Cash drawers; 4-5 Cash boxes
5	ROLL WARMERS	5 2-drawer Warmers; 4 are Toastmaster, 1 is unk brand
3	PRETZEL DISPLAYS	4 pretzel displays (Owned by J&J Snack Foods)
2	MENU BOARDS	2 Menu boards (were replaced in 2006 or 2007)
1	BACK BAR	1 back counter

**Additions**

**CONCESSION - THIRD BASE**

2	POPCORN WARMERS	2 popcorn warmers
1	HOT WATER HEATER	1 hot water heater
2	HAND LAV	2 hand sinks
1	SINK UNIT	1 sink unit
1	WALK-IN BEER BOX	1 walk-in cooler
1	PRETZEL BAKER	1 Impinger Pretzel maker (purchased in 2001)
3	PREP. TABLE	5 Stainless steel prep tables; 1 with a utensil drawer
1	HOT DOG COOKER	1 hot dog cooker (purchased in 2001)
1	ICE MACHINE AND BIN	1 ice machine purchased in 2001
1	CONDIMENT STAND	Scrap
2	CONDIMENT SERVERS	Scrap
5	SHELVE UNITS	8 shelve units
1	Coffee Maker	1 Newco 2-warmer coffee maker
2	Nacho Cheese Dispensers	2 Gehls Nacho Cheese Dispensers
1	Convection Oven	1 Blodgett Convection Oven
3	Coffee Cambro	3 Rubbermaid Coffee Cambro
1	Water filtration system	1-2filter water filtration system on ice maker
2	SODA UNITS	4 soda units (Owned by Pepsi)
1	SERVING COUNTER	1 serving counter
1	BEER SYSTEM (4 TOWER)	1 non-working system; 1 new system in 2006 (6 tower)
6	CASH DRAWERS	1 register, 2 cash boxes, 2 cash drawers
5	ROLL WARMERS	6 roll warmers, 5 Alto Sham; 1 Toastmaster
3	PRETZEL DISPLAYS	2 pretzel displays 850B & 850 (Owned by J&J Snack Foods)
4	MENU BOARDS	4 menu boards (replaced in 2006)?
1	BACK BAR	1 back counter
2	POPCORN WARMERS	2 popcorn warmers
1	HOT WATER HEATER	1 hot water heater
2	HAND LAV	2 hand sinks
1	SINK UNIT	1 sink unit
1	WALK-IN BEER BOX	1 walk-in cooler
1	PRETZEL BAKER	1 Impinger pretzel maker (purchased 2001)
4	PREP TABLE	4 standard Stainless Steel; 1-4' Stainless Steel
1	HOTDOG COOKER	1 hot dog cooker (purchased in 2001)
1	ICE MACHINE AND BIN	1 ice machine purchased in 2001
1	CONDIMENT STAND	Scrap
2	CONDIMENT SERVERS	Scrap
6	SHELF UNITS	6 shelf units
1	GRILL	1 grill
1	FRYER BATTERY	2 - 2 basket fryers
1	UP-DRAFT EXHAUST UNIT	1 exhaust unit

**Additions**

**CONCESSION - HOME PLATE**

