
AMENDMENT AND SUPPLEMENT
to
INTERLOCAL AGREEMENT
regarding
PITTSBURGH PIRATES SPRING TRAINING FACILITY PROJECT

MANATEE COUNTY, FLORIDA
CITY OF BRADENTON, FLORIDA

This Amendment and Supplement to Interlocal Agreement (“Amendment”) is made and entered into as of the 12th day of February, 2013, by and between **Manatee County**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and the **City of Bradenton**, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the “City”.

RECITALS

WHEREAS, pursuant to and in accordance with Section 125.0104, *Florida Statutes* (the “Act”) and Article II of Chapter 2-29 of the Manatee County Code of Ordinances (the “Code”) the County levies and collects a five percent (5%) tourist development tax, a portion of the proceeds of which are legally authorized to be used to pay the cost of debt service on bonds issued to finance the acquisition, construction, reconstruction or renovation of a retained spring training franchise facility within the meaning of the Act; and

WHEREAS, the City intends to fund the acquisition, construction, reconstruction or renovation of McKechnie Field, a spring training facility for the Pittsburgh Pirates and a retained spring training franchise facility within the meaning of the Act, as described in Exhibit “A” attached hereto (the “Project”) through the issuance of bonds of the City (the “Project Bonds”); and

WHEREAS, pursuant to Section 163.01 of Florida Statutes, the “Florida Interlocal Cooperation Act”, the County and the City entered into the Interlocal Agreement dated as of February 7, 2012 (the “Interlocal Agreement”) to establish their mutual rights and obligations with respect to joint participation in the funding of the Project; and

WHEREAS, the County and the City wish to amend and supplement the Interlocal Agreement as provided herein to reflect changes to the payment to be made to the City in the first year of the term of the Interlocal Agreement and to extend the deadline for completion of an agreement between the County and the Pittsburgh Pirates.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and the City agree as follows:

***Article I
AUTHORITY***

This Amendment is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but not limited to) Sections 1 and 2 of Article VIII of the Constitution of the State of Florida, Chapters 125 and 166 of Florida Statutes and Section 163.01 of Florida Statutes.

***Article II
CONSTRUCTION***

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identities of the party or parties, personal representatives, subcontractors, successors or assigns may require.

***Article III
AMENDMENT TO INTERLOCAL AGREEMENT***

3.1 Amendment to Section 4.2. Section 4.2 of the Interlocal Agreement is hereby amended as follows (underlined text to be added):

4.2 Release of Prior Revenues; Discharge of Prior Obligations. The City hereby acknowledges that the County amended the Plan in November, 2011, (a) to authorize the use of a portion of the proceeds of the tourist development tax to fund the County payments made pursuant to this Agreement, and (b) to remove the authorization to pay a percentage of tourist development tax proceeds to the City to fund prior loans to finance prior improvements to McKechnie Field (the "Prior Obligations"). The City and the County hereby agree that the County is released from any obligation to provide to the City tourist development tax proceeds to fund the prior improvements. The City hereby releases the County from any obligation to pay to the City any proceeds of the tourist development tax collected on or after October 1, 2011, other than those payments required pursuant to Article III hereof. The City shall be solely responsible for paying debt service on, or discharging, the Prior Obligations from City funds. Notwithstanding the preceding sentence, in the first year of the term of this Interlocal Agreement, the County's payment to the City pursuant to Section 3.1., hereof, shall include (1) the amount of two hundred sixty five thousand eight hundred and sixty dollars and sixty seven cents (\$265,860.67) as reimbursement to the City for debt service payments toward the Prior Obligations

during fiscal year 2011/12, in addition to (2) the amount of one hundred thousand seven hundred and forty one dollars and sixty seven cents (\$100,741.67) as debt service payments toward the Project Bonds.

3.2 Amendment to Last Paragraph of Section 4.3. The last paragraph of Section 4.3 of the Interlocal Agreement is hereby amended as follows (underlined text to be added, strike-through text to be deleted):

So long as the Pittsburgh Pirates franchise enters into such agreement with the County on or before May 1, 2013 ~~2012~~, in a form that is acceptable to the franchise and the County, the City's obligations under this Section 4.3 shall be deemed to have been fully performed.

3.3 Other Provisions Unaffected. All provisions of the Interlocal Agreement not expressly amended pursuant to this Article shall remain in full force and effect as set forth in the Interlocal Agreement.

Article IV
MISCELLANEOUS PROVISIONS

4.1 Validity. After consultation with their respective legal counsel, the County and the City each represents and warrants to the other its respective authority and power under Florida law to enter into this Amendment, acknowledges the validity and enforceability of this Amendment, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The City and the County each hereby represents, warrants and covenants to and with the other (i) that this Amendment has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this Amendment constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

4.2 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Amendment and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

4.3 Headings. The headings or captions of sections or paragraphs used in this Amendment are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Amendment.

4.4 Severability. The provisions of this Amendment are declared by the parties to be severable.

4.5 Governing Law; Venue. This Amendment shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Amendment shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida.

4.6 Full Agreement; Filing with Clerk of Circuit Court. This Amendment contains the entire agreement of the parties with respect to the matters addressed herein. As required by Subsection 163.01(11) of Florida Statutes, this Amendment shall be filed with the Clerk to the Circuit Court for Manatee County.

[signature page to follow]

WHEREFORE, the County and the City have executed this Amendment as of the date and year first above written.



MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: [Signature]
County Administrator

Date: February 12, 2013

CITY OF BRADENTON, FLORIDA

By: [Signature]
Mayor/Pro Tem

ATTEST: Carl A. Callahan, City Clerk

[Signature]

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - February 12, 2013

February 12, 2013, Regular Meeting
Agenda Item #18

APPROVED in Open Session
Manatee County Board of County Commissioners

Subject

Amendment to Interlocal Agreement with City of Bradenton regarding Pittsburgh Pirates Spring Training Facility Project

Briefings

None

Contact and/or Presenter Information

Dan M. Schlandt, Deputy County Administrator, x 3732

Action Requested

Approval and authorization for Ed Hunzeker, County Administrator, to execute an amendment and supplement to an interlocal agreement with the City of Bradenton regarding Pittsburgh Pirates Spring Training Facility.

Enabling/Regulating Authority

Code of Laws Sec. 2-29-21 Tourist Development Taxes

Comp Plan 7.3.3 Promotion of Cultural Resources

F.S.S. 125.0104 Authorized Uses of Resort Tax Funds

Background Discussion

On February 7, 2012 the Board entered into an agreement with the City of Bradenton with respect to joint participation in the funding of the reconstruction and renovation of McKechnie Field.

The County agreed to reimburse the City up to \$400,000 per year for 20 years from tourist development tax funds to be used for paying debt service on the Project Bonds issued by the City.

Manatee County had previously been providing a percentage of tourist tax revenues to the City of Bradenton for bonds issued by the City for previous improvements to the Pirates facilities. For fiscal year 2011-12 that amount was \$289,237.

The new agreement provided that going forward the County would no longer be responsible for any payments on the old bonds and would just make payments toward the new bonds.

At the time we entered into the agreement, the final structure on how the old bonds would be paid off and the debt service payments for the bonds would be paid had not yet been determined.

This amendment to the agreement would provide that in this first transition year of the agreement (fiscal year 2011-12) that the county will pay \$265,860.67 for debt payments on the old bonds and \$100,741.67 for the

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initial debt service payment on the new bonds for a total for last year of \$366,602.34. This amount is actually about \$33,000 less than the anticipated amount of \$400,000 to be paid by the county for last fiscal year.

The amendment is consistent with the intent of both parties in developing this agreement. This amendment only modifies the payment provisions for the first year of the agreement. The existing provisions in the agreement limiting the payments by the County to the City to the amount of \$400,000 and that they be used only towards debt service on the bonds related to the new project would apply for all the remaining years of the agreement.

One other minor administrative change amends the date for an agreement required in the interlocal agreement between Manatee County and the Pittsburg Pirates franchise to a later date. That agreement is also on the consent agenda for this Board Meeting.

County Attorney Review

Other (Requires explanation in field below)

Explanation of Other

William Clague prepared the amendment to the agreement.

Reviewing Attorney

N/A

Instructions to Board Records

One original signed Amendment to the Interlocal Agreement to the City of Bradenton

Per Dan Schlandt, both originals were sent for execution. 2/14/13 (vj)

Cost and Funds Source Account Number and Name

n/a

Amount and Frequency of Recurring Costs

n/a

Attachment: [Pirates ILA Amendment final.pdf](#)

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MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By:  _____

County Administrator

Date: February 12, 2013

CITY OF BRADENTON, FLORIDA

By: _____

Mayor/Pro Tem

ATTEST: Carl A. Callahan, City Clerk

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