

INTERLOCAL AGREEMENT DEFERRED TO THE NEXT REGULAR MEETING

Manatee County Government Administrative Center
First Floor, Commission Chambers
9:00 a.m. - April 10, 2018

April 10, 2018 - Regular Meeting
Agenda Item #22

Subject

Interlocal Agreement Regarding Pirate City Tax Refund

Briefings

None

Contact and/or Presenter Information

Jan Brewer, Director
Financial Management Department
Extension 3726

Action Requested

Approval and authorization for the County Administrator to execute the Interlocal Agreement regarding Financial Support of Pittsburgh Pirates Spring Training Facility Project.

Enabling/Regulating Authority

Florida Statute, Chapters 125 and 166, and Section 163.01
Constitution of the State of Florida, Sections 1 and 2 of Article VIII

Background Discussion

On September 9, 2003, the Board of County Commissioners approved the concept of returning the County portion of property taxes paid by the City of Bradenton to the County on Pirate City Property.

The Board of County Commissioners has approved this payment annually since that time. The Interlocal Agreement (attached) will provide \$40,230.93 to the City of Bradenton for the 2017 tax bill.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Return fully executed documents to the County Attorney's Office to the attention of Bill Clague. Mail a copy to the City Administrator for the City of Bradenton at 101 Old Main Street, Bradenton, FL 34205. Email copies to budget@mymanatee.org and the County Attorney's Office at juliet.shepard@mymanatee.org.

Cost and Funds Source Account Number and Name

001.0015700.581000 - General Fund - General County; Aids to governmental agencies

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Amount and Frequency of Recurring Costs
Annually recurring costs of varying amounts

Attachment: [3.22.18 Interlocal Agreement - Financial Support of Pittsburgh Pirates Spring Training Facility Project.pdf](#)

INTERLOCAL AGREEMENT
regarding
FINANCIAL SUPPORT OF PITTSBURGH PIRATES
SPRING TRAINING FACILITY PROJECT

MANATEE COUNTY, FLORIDA
CITY OF BRADENTON, FLORIDA

This Interlocal Agreement (“Interlocal Agreement” or “Agreement”) is made and entered into as of the ___ day of _____, 2018, 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, the City owns “Pirate City”, a spring training facility for the Pittsburgh Pirates located at 1701 27th St E, Bradenton, FL (the “Facility”) and has funded the acquisition, construction, reconstruction or renovation of the Facility through issuance of bonds of the City (the “Project Bonds”); and

WHEREAS, pursuant to Florida law, the Facility is subject to annual ad valorem taxation because it is leased to the Pittsburgh Pirates; and

WHEREAS, the County and City recognize that the Facility serves as an essential generator of tourism and economic activity in the community, such that financial support of the Facility by the County serves a valid public purpose of the County; and

WHEREAS, Section 163.01, *Florida Statutes*, the “Florida Interlocal Cooperation Act”, permits the County and City to enter into this Interlocal Agreement to exercise the powers, privileges and authority which they share in common and which each might exercise separately, in order to make the most efficient use of their powers; and

WHEREAS, the County and the City wish to enter into this Interlocal Agreement to support the Facility.

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

Article I
AUTHORITY

This Interlocal Agreement 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
COUNTY CONTRIBUTION TOWARD PROJECT FUNDING

3.1 County Contribution. No later than sixty (60) days after the effective date of this Interlocal Agreement, the County shall pay to the City, by wire transfer or cashier's check, legally available funds in an amount equal to the ad valorem tax payment of County ad valorem taxes by the City for the 2017 tax year, which equals forty thousand two hundred and thirty dollars and ninety-three cents dollars (\$40,230.93) (the "County Contribution").

3.2 Use of County Contribution. The City shall use the County Contribution solely for the purpose of paying debt service on the Project Bonds.

3.3 Ratification of Prior Contributions. By approval of this Interlocal Agreement, the County hereby ratifies the payment of County Contributions in prior tax years (commencing in 2004 for the 2003 tax year and continuing through 2018 for the 2017 tax year) for the purpose stated herein, and the City hereby ratifies that such contributions were allocated to the payment of debt service on the Project Bonds.

Article IV
TERM AND RENEWAL.

4.1 Effective Date. This Interlocal Agreement shall take effect as of its date set forth above and shall remain in effect until September 30, 2018.

4.2 Renewal. Subject to the approval by the County's Board of County Commissioners and the City's City Council, the City and the County may renew this Interlocal Agreement on an annual basis, in which case the amount to be paid to the City for the applicable tax year shall be equal to the ad valorem taxes paid by the City for the prior tax year.

Article V
AMENDMENTS; ENFORCEMENT

5.1 Amendments Generally. This Interlocal Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the Board of County Commissioners and for the City by the City Council, and only if properly executed by all the parties hereto.

5.2 Enforcement. The parties to this Interlocal Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article VI
MISCELLANEOUS PROVISIONS

6.1 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 Interlocal Agreement, acknowledges the validity and enforceability of this Interlocal Agreement, 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 Interlocal Agreement has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this Interlocal Agreement 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).

6.2 No General Obligation. Notwithstanding any other provisions of this Interlocal Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the City, the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely in the manner and to the extent provided in or contemplated by the respective authorizing instruments and this Interlocal Agreement.

6.3 Indemnification. To the extent permitted by law, and from legally available funds, each of the parties hereto (in such context, an "indemnifying party") shall defend, indemnify and save harmless the other, its officers, agents, employees and assigns, from and against any and all liabilities, claims, damages, losses and expenses, including costs and attorneys fees, arising out of or resulting from the negligent or wrongful acts or omissions of such indemnifying party, its officers, agents or employees, made in connection with the performance of the acts, duties, covenants and obligations contemplated in, or imposed pursuant to, this Interlocal Agreement.

6.4 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Interlocal Agreement if such failure is caused directly by

hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

6.5 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Interlocal Agreement 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.

6.6 Headings. The headings or captions of sections or paragraphs used in this Interlocal Agreement 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 Interlocal Agreement.

6.7 Severability. The provisions of this Interlocal Agreement are declared by the parties to be severable.

6.8 Governing Law; Venue. This Interlocal Agreement 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 Interlocal Agreement shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida.

6.9 Full Agreement; Filing with Clerk of Circuit Court. This Interlocal Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, including without limitation the Agreement in Principle, with respect to such matters are null and void and of no effect. As required by Subsection 163.01(11) of Florida Statutes, this Interlocal Agreement and all amendments thereto shall be filed with the Clerk to the Circuit Court for Manatee County.

6.10 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County: Manatee County Administrator
 Manatee County Administration Center
 1112 Manatee Avenue, Suite 920
 Bradenton, Florida 34205
 Facsimile: (941)745-3790

With copies to: Manatee County Clerk of the Circuit Court
Angelina Colonnese, Clerk
1115 Manatee Avenue West
Bradenton, Florida 34205
Facsimile: (941)741-4082

And

Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

If to City: Bradenton City Clerk's Office
Carl A. Callahan, City Clerk
101 Old Main Street
Bradenton, Florida 34205
Facsimile: (941)932-9547

With copies to: City Attorney's Office
1111 9th Avenue W., Suite F
Bradenton, Florida 34205
Attention: City Attorney
Facsimile: (941)747-6658

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

[signature page to follow]

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

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

County Administrator



CITY OF BRADENTON, FLORIDA

By: _____

Mayor/Pro Tem

ATTEST: Sharon Beauchamp, City Clerk

Beauchamp

[signature page]