

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into as of this 28 day of June, 2022 by and between the City of St. Petersburg, Florida (“City”) and Pinellas County, Florida (“County”) (collectively, the “Parties”).

RECITALS

WHEREAS, the City and Tampa Bay Rays Baseball, Ltd., (“Rays”) entered into an Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg Including the Provision of Major League Baseball on April 28, 1995 (such agreement, as it has been amended, “Use Agreement”); and

WHEREAS, pursuant to the Use Agreement the Rays are required to play all homes at the Dome (as defined in the Use Agreement) through the end of the Major League Baseball (“MLB”) season occurring in 2027; and

WHEREAS, the City wishes to retain the Rays in St. Petersburg beyond the term of the Use Agreement; and

WHEREAS, the Parties recognize that the benefits generated by the Rays for the City and County are unique and diverse, affecting more than just economic interests; and

WHEREAS, the City and the County previously entered into an interlocal agreement to share the costs associated with a contract between Inner Circle Sport, LLC (“Inner Circle”), a qualified firm to assist in the ongoing negotiations with a MLB franchise, and the City; and

WHEREAS, the previous interlocal agreement between the City and the County expired on December 31, 2021; and

WHEREAS, subsequently the County entered into a professional services agreement (County contract number 22-0412-A) with Inner Circle on March 30, 2022 (“Professional Services Agreement”) for Inner Circle to provide to the County (among other things): negotiation strategies related to the development of a MLB stadium as well as strategies for consideration related to the redevelopment of a proposed stadium site and performance center; to work toward a framework of the business agreement with the Rays; to serve as negotiation liaison between the County and Rays; to provide direct expertise on all the stadium funding tools available to the County and the private sector in advancement of this project including direct funding, off-balance sheet or separate issuer/district funding, opportunity zones, new market tax credits, and all types of privatized funding; and to provide information and expertise on the activities related to the implementation and execution phases of the stadium and related development; and

WHEREAS, the City desires to participate in the process with Inner Circle and provide funding to share in costs for the professional services to be provided by Inner Circle pursuant to the Professional Services Agreement.

NOW, THEREFORE, for and in consideration of the foregoing recitals (all of which are hereby adopted as an integral part of this Agreement), the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the County hereby agree as follows:

1. PURPOSE

The City and the County desire to enter into this Agreement for the City to participate in the process described in the Professional Services Agreement and provide funding to the County to share in costs for the professional services to be provided by Inner Circle pursuant to the Professional Services Agreement. It is also the intent of the Parties that, subject to this Agreement being amended to so provide, the Parties will equally share the costs of any other consultants procured by the County in the future related to the matters in this Agreement.

2. FUNDING

In consideration of the benefits to be received by the County pursuant to the Professional Services Agreement, the City will pay the County a sum not to exceed ONE Hundred Ten Thousand dollars (\$110,000.00). Payment by the City will be as reimbursement for payments made by the County and will be made once the County provides invoices to the City reflecting the amount of each payment made with backup showing the actual payments made by the County pursuant to the Professional Services Agreement.

3. COOPERATION

The County will cooperate and coordinate with the City to provide the City opportunities to participate in discussions with Inner Circle.

4. EFFECTIVE DATE AND TERM OF AGREEMENT

The County is responsible for filing this Agreement with the Clerk of the Circuit Court of Pinellas and this Agreement will be effective on the date of filing ("Effective Date"). The term of this Agreement will commence on the Effective Date and will terminate upon thirty (30) days written notice from either Party, or upon a Notice of Fiscal Non-Funding pursuant to paragraph 9.

5. AMENDMENTS

This Agreement may be modified or amended only by a document in writing executed by the Parties with the same formality of this Agreement.

6. GOVERNING LAW

The laws of the State of Florida shall govern this Agreement.

7. SEVERABILITY

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall

not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect, unless the particular clause, term or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

8. NOTICES

Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other must be in writing and will be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY OF ST. PETERSBURG

City of St. Petersburg
175 Fifth Street North
St. Petersburg, FL 33701
Attn: Ken Welch, Mayor

PINELLAS COUNTY

Pinellas County
315 Court Street
Clearwater, Florida 33756
Attn: Barry Burton,
County Administrator

9. FISCAL NON-FUNDING

In the event that sufficient budgeted funds are not available for a new fiscal period, the City will notify the County of such occurrence and this Agreement will terminate on the last day of the then current fiscal period without penalty or expense to the City.

10. ENTIRE AGREEMENT

This Agreement reflects the full and complete agreement between the Parties regarding the subject matter contained herein and supersedes all prior or contemporaneous agreements (whether oral or written) between them regarding the subject matter contained herein.

11. SURVIVAL

All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

12. EXECUTION IN COUNTERPARTS

This Agreement may be signed in counterparts by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

CITY OF ST. PETERSBURG, FLORIDA

ATTEST

By: Kenneth T. Welch
Kenneth T. Welch, as its Mayor

Cathy E. Davis
City Clerk Acting Clerk

Approved as to Form and Content
[Signature]
City Attorney (Designee)

(SEAL)



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

PINELLAS COUNTY, FLORIDA



Barry A. Burton, County Administrator

**APPROVED AS TO FORM:
APPROVED AS TO FORM**

By: Donald S. Crowell
Office of the County Attorney

Office of the County Attorney