

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into as of this 24 day of September, 2021 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 issued a request for proposals (“RFP”) for a qualified firm to assist in the ongoing negotiations with a MLB franchise; and

WHEREAS, Inner Circle Sport, LLC (“Inner Circle”) submitted a proposal in response to the RFP and, after reviewing Inner Circle’s proposal, Inner Circle was selected; and

WHEREAS, the City and Inner Circle entered into a professional services agreement on June 21, 2021 (“Professional Services Agreement”) for Inner Circle to provide information and expertise on matters including multi-use stadium finance structures, financial structure of a MLB franchise and negotiation strategies; and

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

2. FUNDING

In consideration of the benefits to be received by the County pursuant to the Professional Services Agreement, the County will pay the City a sum not to exceed Forty-two Thousand Two Hundred and Fifty dollars (\$42,250). Payment by the County will be as reimbursement for payments made by the City and will be made once the City provides invoices to the County reflecting the amount of each payment made with backup showing the actual payments made by the City pursuant to the Professional Services Agreement.

3. COOPERATION

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

4. EFFECTIVE DATE AND TERM OF AGREEMENT

The City 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 when the first of any of the following occur:

- A. The Professional Services Agreement terminates;
- B. All services contemplated under the Professional Services Agreement are completed and all amounts payable to the City under this Agreement have been made;
- C. December 31, 2021; or
- D. 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: Rick Kriseman, 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 County will notify the City 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

By: _____

Rick Kriseman, as its Mayor

ATTEST

City Clerk

Approved as to Form and Content

City Attorney (Designee) 00574077

(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:

Office of the County Attorney

APPROVED AS TO FORM
By: Donald S. Crowell
Office of the County Attorney