

**Charlotte County Board Of County Commissioners
Agenda Item Summary**

Item Number: H- 1

1 DEPARTMENT MAKING REQUEST

Community Services

2 MEETING DATE

9/9/2014 9:00:00 AM

3 REQUESTED MOTION/ACTION

Approve an Amendment to the Tampa Bay Rays-Sports Park Agreement to provide for additional capital reserve funding. The Capital Reserve Fund is used for capital repairs and improvements at the Charlotte County Sports Park.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action

No action needed. Funding for the County portion \$50,000 will be supplied by the Capital Projects Fund and \$50,000 will be supplied by the Tampa Bay Rays. These amounts will be added to the Stadium Improvement Fund in the FY15 budget process.

Financial Impact Summary Statement

Funding for the expenditures at the Charlotte Sports Park will come from the Stadium Improvement Fund.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

The purpose of this amendment is to provide for additional capital reserve funding contributions by the County and the Rays. Under the terms of the amendment, both the County and Rays agree to each pay fifty thousand dollars (\$50,000) per calendar year for the years 2014, 2015, and 2016 for placement in the Capital Reserve Fund on or before December 1st of each year.

Approval of an Amendment to the Tampa Bay Rays-Sports Park contract.

ATTACHMENTS:

Name:

Description:

Type:

[Third Amendment - Tampa Bay Rays Sports Park Agreement.doc](#)

Exhibit

Exhibit

**THIRD AMENDMENT TO CHARLOTTE SPORTS PARK AGREEMENT BETWEEN
CHARLOTTE COUNTY, FLORIDA AND TAMPA BAY RAYS BASEBALL, LTD.**

THIS THIRD AMENDMENT TO THE CHARLOTTE SPORTS PARK AGREEMENT, hereinafter referred to as the “Amendment”, is made and entered into this _____ day of _____, 2014, by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter referred to as the “County”, and TAMPA BAY RAYS BASEBALL LTD., One Tropicana Drive, St. Petersburg, Florida 33705, hereinafter referred to as the “Rays”.

FINDINGS

WHEREAS, on or about September 12, 2006, the County and the Rays entered into the Charlotte Sports Park Agreement (hereinafter the “Agreement”) whose purpose was for the rehabilitation and use of the Charlotte Sports Park (hereinafter the “Sports Park” or “facility”) as well as providing for a public recreation amenity and hosting the Rays’ spring training program; and

WHEREAS, pursuant to the terms of the Agreement, an asset renewal/reserve fund (the “Capital Reserve Fund”) was established to be spent on the facility subject to the terms and conditions mutually agreed upon by the Rays and the County, with capital repair and improvements given the highest priority; and

WHEREAS, the balance of the Capital Reserve Fund has been depleted over the years; and

WHEREAS, the County and Rays (collectively the “Parties”) now wish to amend the Agreement by providing for additional funding from each of the Parties to be placed in the Capital Reserve Fund.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Purpose.

The purpose of this Amendment is to provide for additional capital reserve funding contributions by the County and the Rays. The Rays agree to pay to the County for placement in the Capital Reserve Fund the amount of fifty thousand dollars (\$50,000) per calendar year for the years 2014, 2015, and 2016. In addition to these payments made by the Rays, the County agrees to place in the Capital Reserve Fund an additional fifty thousand dollars (\$50,000) per calendar year for the years 2014, 2015, and 2016. The Parties agree that these payments are to be made in addition to any funds already designated for placement in the Capital Reserve Fund under the Agreement, and are to be made on or before December 1st of each year.

2. TERM.

The term of this Amendment shall begin on the Effective Date and shall terminate on December 31, 2016.

3. INCORPORATION.

The “Findings” provisions of this Amendment are specifically incorporated into and made a substantive part of this Amendment, and this Amendment is specifically incorporated into and made a substantive part of the Agreement.

4. SEVERABILITY.

If any provision of this Amendment shall be declared invalid or unenforceable, the remainder of this Amendment shall continue in full force and effect.

5. CONFLICT WITH AGREEMENT.

All provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect. To the extent of any conflict with the Agreement, the provisions of this Amendment shall control. Any terms used in this Amendment shall have the same meanings and definitions as they have in the Agreement.

6. ENTIRE AGREEMENT.

This Amendment incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Amendment that are not contained in this document.

7. MODIFICATION.

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formality and of equal dignity herewith.

8. ASSIGNMENT.

This Amendment, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Rays without the prior written consent of County.

9. AUTHORITY TO EXECUTE.

County and Rays warrant to the other party that they, and the persons executing this Amendment on behalf of each of them, have the right, power and authority to execute this Amendment.

10. EFFECTIVE DATE.

This Amendment shall take effect upon the filing of a fully executed copy with the Clerk of the Circuit Court of Charlotte County, Florida.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below.

TAMPA BAY RAYS BASEBALL, LTD.

By: _____
_____, (title)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2014,
by _____, _____ (title), of Tampa Bay Rays Baseball, Ltd., who
is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC

My commission expires:

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: _____
Kenneth W. Doherty, Chairman

Date: _____

ATTEST:
Barbara T. Scott, Clerk of
Circuit Court and Ex-Officio
Clerk to the Board of County
Commissioners

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Janette S. Knowlton, County Attorney