

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Seminole Softball Club agreements

DEPARTMENT: Library & Leisure Services **DIVISION:** Parks & Recreation

AUTHORIZED BY: *J. Goldman* **CONTACT:** J. Suzy Goldman **EXT.** 1600

Agenda Date <u>2/14/06</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>

MOTION/RECOMMENDATION:

Approve and execute the following agreements with Seminole Softball Club, Inc. regarding use of the facilities at Soldiers Creek Park:

- Renewal of Lease Agreement; and
- Special Priority Use Agreement.

(District 2 – Commissioner Morris)

BACKGROUND:

In 1987 Seminole Softball Club, Inc. built a restroom/concession/meeting building at Soldier's Creek Park and deeded it to the County. The County entered into a 10 year lease agreement with Seminole Softball Club, Inc. that gave the organization a lease of the building for public purposes, and a Special Priority Use Agreement that gave the Club priority rights to reserve the two (2) softball fields at Soldier's Creek Park. These initial agreements expired February 28, 1998.

The current lease agreement is eligible for renewal for the period March 1, 2006 through February 28, 2007. The special priority use agreement ends February 22, 2006 with no renewal options. A new agreement is requested for a one year period.

As plans for the use of Soldiers Creek Park are not yet finalized this will allow for softball programs to continue while the master plan and the Request for Proposal (RFP) process are completed.

Reviewed by: _____ Co Atty: <u><i>AM</i></u> DFS: _____ Other: _____ DCM: <u><i>SS</i></u> CM: <u><i>AS</i></u> File No. <u>CLLP01</u>

FIRST RENEWAL TO LEASE FOR PUBLIC PURPOSE

THIS FIRST RENEWAL is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 28th day of March, 2003, between **SEMINOLE SOFTBALL CLUB, INC.**, whose mailing address is P.O. Box 196475, Winter Springs, Florida 32719-6475, hereinafter referred to as "TENANT," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "LANDLORD".

W I T N E S S E T H :

WHEREAS, the TENANT and LANDLORD entered into the above-referenced Agreement on March 28, 2003 for TENANT to lease a portion of a building located adjacent to the softball fields at Soldier's Creek Park in Seminole County; and

WHEREAS, the parties desire to renew the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. **RENEWAL.** The Agreement is hereby renewed for the term of one (1) year from March 1, 2006 through February 28, 2007, unless terminated sooner as provided for therein.

2. Except as herein modified, all terms and conditions of the Agreement, as amended, shall remain in full force and effect for the term of this Renewal, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

SEMINOLE SOFTBALL CLUB, INC.

TRISH TABOR, Secretary

(CORPORATE SEAL)

By: _____
TOM TOWE, President

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20_____
regular meeting.

County Attorney

AC/lpk
1/19/06
Seminole softball club lease renewal

SPECIAL PRIORITY USE RIGHT

THIS SPECIAL PRIORITY USE RIGHT is made and entered into this ____ day of _____, 20____, between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and **SEMINOLE SOFTBALL CLUB, INC.**, a non-profit organization of the State of Florida, whose address is Post Office Box 196475, Winter Springs, Florida 32719-6475, hereinafter referred to as "SOFTBALL CLUB".

NOW, THEREFORE, in further consideration of the mutual covenants and promises stated herein between COUNTY and SOFTBALL CLUB and in the Lease Agreement between the parties, the parties hereby agree as follows:

SECTION 1. SPECIAL PRIORITY USE RIGHT. COUNTY does hereby grant a special priority use right to SOFTBALL CLUB for the COUNTY-owned premises described below. Said right shall allow SOFTBALL CLUB to reserve the use of said premises prior to said use being offered to any other party. Provided, however, that SOFTBALL CLUB shall exercise said reservation during the reservation period to be established by COUNTY. SOFTBALL CLUB shall have the right to reserve said premises for any date during each year pursuant to this document, provided the right is exercised during said reservation period. In the event SOFTBALL CLUB fails to exercise said right during said period COUNTY shall have the right to reserve said premises for the use of parties other than SOFTBALL CLUB.

SECTION 2. PREMISES. The premises to which said use right applies are the softball fields located at COUNTY's Soldier's Creek Park.

SECTION 3. SOFTBALL FIELD FEES. SOFTBALL CLUB does hereby agree to pay all applicable user fees for the use of the referenced softball fields and facilities as reserved pursuant to this document or otherwise.

SECTION 4. THIRD PARTY USE OF PREMISES. Nothing herein shall prevent the reservation of said premises for use by parties other than SOFTBALL CLUB.

SECTION 5. PREMISES CLEAN-UP. SOFTBALL CLUB shall be responsible for cleaning up and leaving premises as they were found. Said responsibility shall not include the clean-up of the restroom facilities which shall be the responsibility of the COUNTY.

SECTION 6. PREMISES DAMAGE. SOFTBALL CLUB does hereby agree to be responsible for all damage that may occur to said premises as a result of its use thereof.

SECTION 7. TERM. The right granted herein shall take effect upon its execution by COUNTY and shall remain in effect for one (1) year.

IN WITNESS WHEREOF, the parties hereto have made and executed this document for the purposes herein expressed.

ATTEST:

SEMINOLE SOFTBALL CLUB, INC.

TRISH TABOR, Secretary

By: _____
TOM TOWE, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
AC/lpk
01/19/06
Seminole softball-use agt