

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** City of Altamonte Springs – Merrill Park Softball Complex Agreement

**DEPARTMENT:** Tourism Development **DIVISION:** \_\_\_\_\_

**AUTHORIZED BY:** *SupaBurr* **CONTACT:** Kathryn Townsend **EXT.** 2905

<b>Agenda Date</b> <u>07/27/04</u> <b>Regular</b> <input checked="" type="checkbox"/> <b>Consent</b> <input type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/>
<b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>

**MOTION/RECOMMENDATION:**

Approve and authorize Chairman to execute Agreement between Seminole County and the City of Altamonte Springs for the Merrill Park Softball Complex in the amount of \$50,000 per year for ten years totaling \$500,000.

**BACKGROUND:**

The City of Altamonte Springs has undertaken a project to renovate the Merrill Park Softball Complex. The project consists of creation of a softball training facility at the existing complex through new construction as well as renovations. The project is in three components: a 750-1000 seat stadium, batting/pitching cages and a 1,680 sq. ft. multi-purpose building consisting of meeting space, offices and storage.

The United States Women's Olympic softball team will be using this facility for training and exhibition games for the next ten years. Additionally, USAASA will be using the facility for training and tournaments.

The Tourist Development Council recommends this expenditure in the amount of \$50,000 per year for ten years totaling \$500,000 which is available in the Tourism Development budget.

Reviewed by: _____ Co Atty: <u><i>J. Bittner</i></u> <i>02404 AC</i> DFS: <u><i>BR</i></u> Other: _____ DCM: <u><i>SS</i></u> CM: <u><i>Rh</i></u> File No. <u><i>CTD03</i></u>
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**CITY OF ALTAMONTE SPRINGS - MERRILL PARK SOFTBALL COMPLEX AGREEMENT**

**THIS AGREEMENT** is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and 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 the "COUNTY," and the **CITY OF ALTAMONTE SPRINGS**, whose mailing address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701, hereinafter referred to as the "CITY".

**W I T N E S S E T H:**

**WHEREAS**, the Florida State Legislature enacted Section 125.0104, Florida Statutes, known as the Local Option Tourist Development Act in response to the growing need of Florida counties to provide additional revenue sources for tourist development to stimulate the local economy; and

**WHEREAS**, the voters of Seminole County approved by referendum the imposition of the Tourist Development Tax on transient rental accommodations in Seminole County; and

**WHEREAS**, the COUNTY, in coordination with the Tourist Development Council, appropriated Tourist Development Tax revenues to assist in the renovation of the Merrill Park Softball Complex, a use of Tourist Development tax revenue which is permitted pursuant to Section 125.0104(5)(a) of the Florida Statutes; and

**WHEREAS**, the CITY intends to use Tourist Development Tax revenues granted the CITY by this Agreement to guarantee the CITY a line of credit for financing the renovation of the Merrill Park Softball Complex,

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements set forth herein, the COUNTY and the CITY agree as follows:

**Section 1. Term.** The term of this Agreement shall be for ten (10) years from the date the last party executes this Agreement, unless earlier terminated, as provided herein.

**Section 2. Termination.** This Agreement may be terminated by either party except as set forth in Section 2 and in Section 14. COUNTY may terminate this Agreement by providing CITY thirty (30) days written notice in the event the CITY fails to undertake the renovation/construction of Merrill Park Softball Complex within six (6) months after October 1, 2004. For the purposes herein, "undertake" shall mean taking steps to secure financing of the project; or the preparation of preliminary plans; or hiring a project engineer, contractor, or architect; or preparing final plans; or applying for any required permits; or applying for approval of any plans, variances, zoning change, land use change, conditional use, or any other item for which approval of one of the CITY administrative boards or CITY commission is necessary; or actual construction or completion of the Merrill Park Softball Complex renovations set forth in Exhibit "A" hereto. In the event of termination by COUNTY as set forth herein, and upon notice of same, COUNTY shall be obligated to make its annual contributions of funds. Upon said termination, the CITY shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder.

**Section 3. Services.**

(a) The CITY will be responsible for the planning, development, contracting, and payment thereof for the project described in Exhibit "A". Said contracted services shall be secured through a competitive bid process by the CITY.

(b) The CITY shall use funds from this Agreement in conjunction with monies granted by the Federal Government, the State of Florida, or

any public or private agency to renovate the Merrill Park Softball Complex as described in Exhibit "A" attached hereto and incorporated herein by reference.

(c) The CITY shall submit with each annual request for funds written proof of the CITY's good faith efforts to generate a minimum of seven hundred fifty (750) hotel room nights per year, generated as a result of events at the Softball Complex.

(d) The CITY must submit written proof of liability coverage to the COUNTY upon execution of this Agreement.

**Section 4. Liability.**

(a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees, and agents thereof.

(b) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of the COUNTY and the CITY beyond the waiver provided for in Section 768.28, Florida Statutes.

(c) The waiver of a provision herein by either party shall not constitute the further waiver of said provision or the waiver of any other provision.

**Section 5. Billing and Payment.** The COUNTY hereby agrees to provide financial assistance to the CITY up to a maximum sum of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) in ten (10) equal installments of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) each fiscal year for ten (10) years for all services provided hereunder by the CITY during the term of this Agreement in accordance with the project description as set forth in Exhibit "A". Annual payment shall

be made to the CITY upon:

(a) Receipt by the COUNTY of a Request for Funds form, attached hereto and incorporated herein as Exhibit "B," from the CITY requesting all or part of the above amount. The Request for Funds form shall be completed properly and required documentation attached. Such request by the CITY shall only be for services specifically provided for herein necessary to serve Seminole County;

(b) Verification by the Seminole County Tourism Development Director that the CITY has or is in the process by renovating Merrill Park Softball Complex as set forth in Exhibit "A";

(c) The final Request for Funds form shall be accompanied by a detailed report of the economic impact on the COUNTY resulting from the project, funds for which have been provided hereunder. Such report shall include, but not be limited to, the estimated number of hotel or motel rooms occupied and expenditures directly related to events to be held at the Merrill Park Softball Complex and

(d) Payment requests shall be sent to:

Original: Director  
Seminole County Tourism Development  
1230 Douglas Avenue, Suite 116  
Longwood, Florida 32779

Duplicate: Director, Department of Finance  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32771

(e) Payment shall be contingent upon the CITY's compliance with the requirements as stated in Exhibit "A".

(f) The COUNTY shall provide the CITY with technical assistance in the preparation of the forms required herein as may be needed.

**Section 6. Reporting Requirements.** In the performance of this Agreement, the CITY shall maintain books, records and accounts of all activities in compliance with normal accounting procedures. The CITY

shall transmit and have the CITY's Financial Director certify interim records with each Request for Funds form submitted to the COUNTY. Each Request for Funds form shall detail costs incurred as referenced in Exhibit "A" and in Section 3(b) of this Agreement. The CITY shall submit an interim Narrative Progress Report form, attached hereto and incorporated herein as Exhibit "C" with each Request for Funds form. Additionally, the CITY shall submit a final Narrative Progress Report form and a financial report within ninety (90) days of project completion or lapse or termination of this Agreement.

**Section 7. Non-Allowable Costs.** The monies provided hereunder shall be expended only for activities or purposes set forth in Exhibit "A".

**Section 8. Access To Financial Records.** The CITY shall allow the COUNTY, its duly authorized agent, and the public access to such of CITY's records as are pertinent to all services provided hereunder, at reasonable times, upon reasonable notice, and under reasonable conditions for inspection and examination in accordance with Florida Statutes.

**Section 9. Liaison.** The CITY shall submit the originals of the Request for Funds forms, Narrative Progress Report forms and any other required reports or correspondence, to the following:

Director  
Seminole County Tourism Development  
1230 Douglas Avenue, Suite 116  
Longwood, Florida 32779

**Section 10. Notices.** Whenever either party desires or is required to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

**For COUNTY:**

Director  
Seminole County Tourism Development  
1230 Douglas Avenue, Suite 116  
Longwood, Florida 32779

**For CITY:**

Phillip Penland, City Manager  
225 Newburyport Avenue  
Altamonte Springs, Florida 32701

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

**Section 11. Assignments.** Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

**Section 12. Entire Agreement.**

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

**Section 13. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, CITY shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CITY as provided hereinabove.

**Section 14. Conflict of Interest.**

(a) The CITY agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

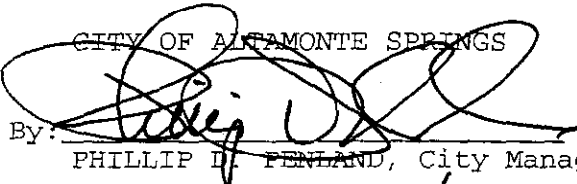
(b) The CITY hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CITY to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CITY hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

**IN WITNESS WHEREOF**, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed on the day and year first above written.

ATTEST:

  
\_\_\_\_\_  
PATSY MAINWRIGHT, City Clerk

CITY OF ALTAMONTE SPRINGS  
  
By: \_\_\_\_\_  
PHILLIP D. PENLAND, City Manager

Date: 6-17-04

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
City Attorney



ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
DARYL G. MCLAIN, 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  
2/2/04 2/17/04 4/19/04 5/17/04  
merrill park

Attachments:

- Exhibit "A" - Project Budget Outline
- Exhibit "B" - Request For Funds Form
- Exhibit "C" - Narrative Progress Report Form

## EXHIBIT A

### MERRILL PARK SOFTBALL COMPLEX AND RENOVATIONS

The project shall consist of the creation of a softball training facility at the existing Merrill Park Softball Complex in Altamonte Springs, Florida. The project consists of new construction as well as renovations to existing facilities. The project components are as follows:

**Stadium:** Construction of a new 750-1000 seat permanent stadium. The stadium will include handicap accessibility in the form of a ramp or elevator. Beneath the stadium seating, showers, locker rooms, restrooms, training rooms, a weight room, dugouts, and storage and equipment rooms will be constructed. The approximate size of the stadium is anticipated to be approximately 5,500 square feet.

**Batting/Pitching Cages:** Construction of four batting and pitching lanes. The lanes will be housed in a roofed structure for sun and rain protection, with walls consisting of chain link fencing. This structure shall include an equipment storage area, and the entire structure will be approximately 4,100 square feet.

**Multi-Purpose Building:** Construction of a multi-purpose building consisting of a meeting room for 50 people, 2 offices, a small kitchen and building storage. This facility will be used for a variety of purposes including team meetings, film review, etc. The building will be approximately 1,680 square feet.

This is a general overview of the proposed project. The parties understand that specific details may change based on funding and financing received by the City for construction of the project.

The completion of this project will be funded from the combination of public and private monetary contributions. The City of Altamonte Springs will contribute cash/value in kind services in the amount of \$100,000 to assist with the design and planning costs of the complex. Additionally, the City, through Altamonte Sports, will join forces with the Central Florida Amateur Softball Association ("CFASA") to secure both private and public funding for the Official USA Softball National Team Training Site, located at the complex. Together, Altamonte Sports and CFASA will pursue local, regional and national businesses of interest with past experience in sports funding contributions. An effort will additionally be made to solicit funding grants from both county and state governments to develop the complex.



EXHIBIT "B"

REQUEST FOR FUNDS

SEMINOLE COUNTY TOURISM DEVELOPMENT  
 1230 DOUGLAS AVENUE, #116, LONGWOOD FL 32779

EVENT NAME \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ TELEPHONE \_\_\_\_\_

REQUEST PERIOD FROM \_\_\_\_\_ TO \_\_\_\_\_

REQUEST # \_\_\_\_\_

INTERIM REPORT

FINAL REPORT

TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_

<u>EXPENSE</u>	<u>BUDGET</u>	<u>REIMBURSEMENT REQUESTED</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTALS	_____	_____

NOTE: Furnishing false information may constitute a violation of applicable State and Federal laws.

CERTIFICATION OF FINANCIAL OFFICER: I certify that the above information is correct based on our official accounting system and records, consistently applied and maintained and that the cost shown have been made for the purpose of and in accordance with, the terms of the contract. The funds requested are for reimbursement of actual cost made during this time period.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

EXHIBIT B



**INSTRUCTIONS FOR COMPLETING THE REQUEST FOR FUNDS FORM**

FUNDS CAN ONLY BE REIMBURSED WHEN THIS FORM IS SUBMITTED to Contracts Manager at Seminole County Tourism Development Department. Allow at least 30 days for reimbursement. If this form is not completed correctly and/or required documentation is not attached, reimbursement will be delayed or denied.

- EVENT NAME:** The name of the event for which your organization is requesting reimbursement (if applicable)
- ORGANIZATION:** Your organization name
- ADDRESS:** The address the reimbursement check should be sent
- CONTRACT PERSON:** The person who is responsible for the request
- TELEPHONE NUMBER:** The number of the contact person
- REQUEST PERIOD:** Beginning and ending date of the request period
- CONTRACT AMOUNT:** The total of the contract with Seminole County
- REQUEST #:** The sequential number of this request
- INTERIM/FINAL:** Indicate the type of request
- EXPENSE:** The category of the expense for which you are requesting reimbursement
- BUDGET:** The amount budgeted for that expense from Exhibit "A" of the contract
- REIMBURSEMENT:** Amount you are requesting for reimbursement
- TOTALS:** Enter total for each column
- CERTIFICATION:** Name, title and date certifying officer of your organization signed request

Exhibit B Instructions



EXHIBIT "C"

NARRATIVE PROGRESS REPORT

SEMINOLE COUNTY TOURISM DEVELOPMENT  
1230 DOUGLAS AVENUE #116, LONGWOOD FL 32779

REPORT PERIOD FROM \_\_\_\_\_ TO \_\_\_\_\_

ORGANIZATION NAME \_\_\_\_\_

EVENT NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

CONTACT \_\_\_\_\_ PHONE \_\_\_\_\_

INTERIM

FINAL REPORT

Please describe below the status of your event, including the final completion date and status of each of the promotional elements for which you will be requesting reimbursement (refer to Exhibit "A"). Use additional sheets if necessary.

Please indicate the total expenditures your organization plans to make in Seminole County, such as advertising and promotion, for this event.

(For Final Report only)

Please indicate the economic impact generated by your event:

#of Hotels used \_\_\_\_\_

#of Hotel room nights \_\_\_\_\_

#of out-of-town participants \_\_\_\_\_

#of out-of-town fans \_\_\_\_\_

#of out-of-town media \_\_\_\_\_

EXHIBIT C



## INSTRUCTIONS FOR COMPLETING NARRATIVE PROGRESS REPORTS

A Narrative Progress Report is required with every Request for Funds. These reports should be submitted to the Contracts Manager of the Tourism Development office. A Final Report which reviews the results of the entire project must be completed and included with your final request for funds.

The Narrative Progress Report should be completed as follows:

REPORTING PERIOD:      Indicate the period the report covers

INTERIM       FINAL      Indicate the report you are submitting

Answer the questions as completely as possible. For an interim report, use projections. For a final report please use actual figures.

Please call the Tourism Development office Contracts Manager (407) 665-2905 if you have any questions in completing the report.

EXHIBIT C INSTRUCTIONS