

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Sanford Memorial Stadium

DEPARTMENT: Tourism Development **DIVISION:** _____

AUTHORIZED BY: Suzan Bunn **CONTACT:** Suzan Bunn **EXT.** 2901

Agenda Date 10/25/05 **Regular** **Consent** **Work Session** **Briefing**
Public Hearing – 1:30 **Public Hearing – 7:00**

MOTION/RECOMMENDATION:

Brief the Board of County Commissioners on the status of the contract with the City of Sanford for the Sanford Memorial Stadium.

BACKGROUND:

In June 2000 the County entered into a ten year contract totaling \$400,000 with the City of Sanford for renovations to the Sanford Memorial Stadium. To date there have been four payments made to the City of Sanford totaling \$160,000.

In February 2005, the Tourist Development Council recommended a review of the payment history of the contract, specifically efforts on the part of the City of Sanford to comply with Section 3(c) providing proof of a "good faith effort" to raise funds to off-set the County's portion of the contract. On May 6, 2005, the attached memo was received from the County Attorney's office that provided a historical overview of the documentation sent to the County from the City of Sanford. In 2003 and 2004, there was limited information submitted that documented efforts to raise funds. Though the information presented to document "good faith effort" is either limited or non-existent, it is staffs interpretation that the City is not in compliance with the requirements of Section 3 (c) of the agreement.

In July the Board was updated by memo and at the request of Commissioner Carey staff met with Mayor Linda Kuhn of the City of Sanford and interim City Manager Gene Miller to discuss the City's efforts.

Staff is for asking direction from the Board as to how to proceed on this matter. The alternatives appear to be as follows:

- Require strict compliance with the existing contract for the remaining years.
- Eliminate Section 3(c) of the attached contract.
- Cancel the contract.

Reviewed by:
Co Atty: _____
DFS: _____
Other: _____
DCM: <u>SS</u>
CM: <u>JLB</u>
File No: <u>BT002</u>



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

To: Sally Sherman, Deputy County Manager

cc: Suzan Bunn, Director, SCCVB
Kathryn Townsend, Contracts Manager, SCCVB

From: Ann Colby, Assistant County Attorney
Ext. 7254

Date: May 6, 2005

Subject: Historic Sanford Memorial Stadium

As you requested, I have reviewed the documentation sent to the County by the City of Sanford in support of their compliance with the terms of the Stadium Funding Agreement entered into on June 1, 2000. The Agreement requires that, in order to qualify for reimbursement, Sanford is required to submit with each annual request for funds, written proof of the City's good faith efforts to obtain funding for the Stadium renovation project from other State, Federal, public or private funding sources. The Agreement further provides that the failure to provide such proof shall result in cancellation or diminishment of the funding allocated for that year.

The documentation submitted by Sanford as proof of such good faith for each year of the County grant, to date, is as follows:

2000 – no documentation submitted.

2001 – no documentation submitted.

2002 – no documentation submitted.

2003 – application to Coca-Cola for funding in the amount of \$35,000. No indication as to whether or not funding was received.

2004 – Historical Research Grant-In-Aid Application for \$500,000. No indication as to whether or not funding was received.

- Letter from Florida Sports Foundation indicating that Sanford's grant application for the ISA World Series was denied.

- Letter from Baseball Tomorrow denying funds from the Baseball Tomorrow fund in that Baseball Tomorrow funds only such projects as equipment and uniforms, field renovations and construction (e.g. infield mix, sod/seeding, bases, dugouts, fencing) and not purchase of land, multi-sport facilities, parking, concession stands, grandstands and restrooms. I am unable, from this letter, to determine for what purpose Sanford requested Baseball Tomorrow funds.

2005 – no documentation submitted.

Although it appears that documentation of “good faith effort” as required in the funding Agreement is either sparse or non-existent, it remains the province of the Seminole County Board of County Commissioners, rather than that of County staff, to determine what, for Seminole County, constitutes “good faith effort” and thus, compliance with the terms of the Agreement. Indeed, the Board may elect to waive funding compliance requirements in any or all years of the Agreement term if it deems such waiver to be in the best interests of Seminole County.

If you have any additional questions, please do not hesitate to call.

HISTORIC SANFORD MEMORIAL STADIUM B'UNDING AGREEMENT

THIS AGREEMENT is made and entered this 1st day of June, 2000, 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 "COUNTY," and THE CITY OF SANFORD whose mailing address is P. O. Box 1788, Sanford, Florida 32772, hereinafter referred to as "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 Historic Sanford Memorial Stadium, 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 Historic Sanford Memorial Stadium,

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 at any time, with or without cause, upon not less than thirty (30) days' written notice to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that the CITY fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by the CITY after the CITY has received notice of termination. 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. The CITY shall provide a minimum of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) in funding for renovation of the stadium.

(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 Historic Sanford Memorial Stadium as described in Exhibit "A" attached hereto and incorporated herein by reference.

(c) In order to qualify for reimbursement, the CITY shall be required to submit with each annual request for funds, written proof of the CITY's good faith efforts to obtain funding for the Historical Sanford Memorial Stadium renovation project from other State, Federal, public or private funding sources. Failure to provide such proof shall result in cancellation or diminishment of the funding allocated for that

year. Said proof shall also contain an itemized list of all funding received by the CITY from all sources which is applied to the construction, enlargement, renovation, remodeling, repair, improvement, of the Historic Sanford Memorial Stadium.

(d) In order to qualify for reimbursement under this Agreement, the CITY must submit written proof of liability coverage to the COUNTY upon execution of this Agreement.

Section 4. Indemnity.

(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 FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00) in ten (10) equal installments of FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) each 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 payments 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 is providing the services for which funding is sought and has complied with the reporting requirements contained hereinafter;

(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 renovated stadium; 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" and provision of written proof of good faith efforts to obtain additional funding as described in Section 3(b) of this Agreement.

(f) All funding granted to the CITY under the terms of this Agreement shall, each year, be offset by any dollars received by the CITY from any State, Federal, public or private funding source used to

construct, enlarge, remodel, repair, or improve the Historic Sanford Memorial Stadium. This offset shall not include the CITY's Fiscal Year 2000 legislative appropriation in the amount of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00), nor shall it include any monies received by the CITY to repay their line of credit for this project in the amount of SIXTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$68,000.00) per year for the term of this Agreement. It is the intention of the parties that only those funds received by the CITY in excess of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) Fiscal Year 2000 legislation appropriation and the CITY's SIXTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$68,000.00) annual payment be used to reduce the COUNTY's annual commitment of funds under this Agreement. Determination of the offset amount each year shall be made solely by the COUNTY.

(g) 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, CITY shall maintain books, records and accounts of all activities in compliance with normal accounting procedures. 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. 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 purpose for which Tourist Development Tax grant funds are provided to the CITY shall not duplicate

programs for which monies have been received, committed or applied for from another source. The monies provided hereunder shall be expended only for the activities or purposes set forth in Exhibit "A." Non-reimbursable expenditures include, but are not limited to, legal, accounting, auditing, planning, marketing, feasibility studies; purchase of real property; prize money, scholarships, awards, plaques or certificates; private entertainment, lodging, food and beverages; and CITY wages, salaries, administrative or travel expenses.

Section 8. Unavailability of Funds. The CITY acknowledges that Tourist Development Tax revenues are the source of funding for this Agreement and that no other COUNTY revenues shall or may be utilized to meet the COUNTY's obligations hereunder. Subject to the limitation and availability of Tourist Development Tax revenues, this Agreement may be terminated immediately by the COUNTY, by written notice of termination to the CITY as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by the CITY after the CITY has received such notice of termination. In the event there are any unused COUNTY funds, CITY shall promptly refund those funds to the COUNTY, or otherwise use such funds as the COUNTY directs.

Section 9. Access to Records. The CITY shall allow the COUNTY, its duly authorized agent and the public access to such of the 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 10. Liaison. The CITY shall submit the originals of the Request for Funds form, the Narrative Progress Report form and any other required reports or correspondence to the following:

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

Section 11. 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:

Mayor Larry Dale
P.O. Box 1788
Sanford, Florida 32772

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

Section 12. Assignments. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

Section 13. 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 14. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, the 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 15. 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:

CITY OF SANFORD

Janet Dougherty
JANET DOUGHERTY, City Clerk

By: [Signature]
LARRY A. DALE, Mayor

(CORPORATE SEAL)

Date: 06/22/2000

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

[Signature]
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: [Signature]
CARLTON HENLEY, Chairman

Date: 6/11/2000

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 Commis-
sioners at their May 23,
2000, regular meeting

[Signature]
County Attorney

AC/lpk
03/10/99 03/22/00 05/04/00 05/26/00
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Attachments:

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

**EXHIBIT A.
HISTORIC SANFORD MEMORIAL STADIUM RENOVATION
ESTIMATED COST AND CONSTRUCTION SCHEDULE**

PROJECT COST:

Total project cost (non-phased)	\$2,120,000
Renovation to date (by city)	\$ 3 7 0 , 0 0 0
Remaining Project Cost	<u>\$1,750,000</u>

REVENUES:

\$1,550,000	10 year line of credit with annual payment by City includes County contribution of \$40,000 per year.
\$ 200,000	(FY2000 Legislative appropriation)

NOTES:

1. Project costs increase by \$380,000 if done in phases. To complete project in one phase, the City will pledge \$50,000 annually plus an additional \$88,000 per year to repay the line of credit. The City will seek to offset this additional \$88,000 annual commitment through grants and contributions.
2. In the event the City receives funds in excess of those needed to offset the City's \$88,000 additional requirement, those funds will be used to reduce the County's annual TDC commitment.

ESTIMATED CALENDAR FOR BIDDING & CONSTRUCTION

Advertisement for Construction	May 2000
Award Project	July 2000
Construction start	August 2000
Construction Complete	August 2001

EXHIBIT "B"

REQUEST FOR FUNDS FORM
SEMINOLE COUNTY TOURISM DEVELOPMENT

PROJECT _____

ORGANIZATION _____

ADDRESS _____

CONTACT PERSON _____ TELEPHONE _____

REQUEST PERIOD FROM _____ TO _____

REQUEST NUMBER _____

() INTERIM REPORT

() FINAL REPORT

TOTAL CONTRACT AMOUNT \$ _____

SETOFF:	FUNDS RECEIVED FROM OTHER SOURCES	REIMBURSEMENT REQUESTED
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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 costs shown have been made for the purpose of an in accordance with, the terms of the contract. The funds requested are for reimbursement of actual costs made during this time period.

SIGNATURE _____

TITLE _____

INSTRUCTIONS FOR COMPLETING THE REQUEST FOR FUNDS FORM

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

PROJECT NAME: The name of the project for which your organization is requesting reimbursement (if applicable).

ORGANIZATION: Your organization name.

ADDRESS: The address the payment check should be sent.

CONTACT 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 what type of request this is.

REIMBURSEMENT: The amount you are requesting for payment.

SETOFF: The amount of monies received for the project from funding sources other than the COUNTY.

TOTALS: Enter total for each column.

CERTIFICATION: Type in name, title and date the certifying Officer of your organization signs request.

EXHIBIT "C"
NARRATIVE PROGRESS REPORT

SEMINOLE COUNTY TOURISM DEVELOPMENT
1230 Douglas Avenue, Suite 116
Longwood, Florida 32779

REPORT PERIOD FROM _____ TO _____

ORGANIZATION NAME _____

EVENT NAME _____

ADDRESS _____

CONTACT _____ PHONE () _____

INTERIM REPORT

FINAL REPORT

Please describe below the status of your project, including the final completion date. Use additional sheets, if necessary.

Please indicate the total expenditures your organization plans to make in Seminole County for this project.

(For Final Report Only)

Please indicate the economic impact generated by this project.

of hotels used _____

of hotel room nights _____

of out-of-town participants _____

of out-of-town fans _____

of out-of-town media _____

INSTRUCTIONS FOR COMPLETING NARRATIVE PROGRESS REPORTS

A Narrative Progress Report is to be submitted to the Tourism Development office along with your request(s) for payment. This report is considered an "interim report" when it accompanies any payment request other than the final request. If the first request is the final request (i.e., one and the same), then that request is considered "Final" and the Narrative Progress Report would be considered a "Final Report," to accompany the final request for payment.

The Narrative Progress Report should be completed as follows:

REPORTING PERIOD: Indicate the period the report covers.

INTERIM FINAL Indicate what 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 if you have any questions in completing the report. It is important these reports be submitted in a timely manner in order that progress reports can be made to the Tourism Development Council.