

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Convention Center Interlocal Agreement – City of Sanford

**DEPARTMENT:** County Manager Office **DIVISION:** \_\_\_\_\_

**AUTHORIZED BY:** J. Kevin Grace **Contact:** Sally A. Sherman **EXT.** 7224

<b>Agenda Date</b> <u>11/26/02</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 an Interlocal Agreement with the City of Sanford for the Convention Center.

**BACKGROUND: - Continued from 10/22/02**

On October 8, 2002, a Joint Work Session was held with the City of Sanford. At the conclusion of the work session, staff was directed by the Board of County Commissioners to return with an Interlocal agreement between the City of Sanford and Seminole County for a Convention Center to be constructed in Sanford. Staff has worked diligently with the City of Sanford to prepare the Interlocal. Pursuant to your request, attached for consideration is the requested Interlocal agreement. However, since the October 8<sup>th</sup> meeting, there were substantive items raised by the City for incorporation into the agreement. Staff is seeking board direction on the attached substantive items. After reaching a consensus on the aforementioned items, the agreement is ready for board action, subject to the requested changes.

Also, attached is a Sample Schedule that depicts the project completion date of March 2005.

<b>Reviewed by:</b> <b>Co Atty:</b> <u>[Signature]</u> <b>DFS:</b> _____ <b>Other:</b> _____ <b>DCM:</b> <u>[Signature]</u> <b>CM:</b> <u>[Signature]</u>
<b>File</b> <b>NoRCM01</b>

## **SUBSTANTIVE ITEMS**

Seeking Board Direction.

### **Section 2. PROJECT DESCRIPTION AND DEVELOPMENT:**

The City of Sanford is requesting the following changes:

Section d, page 4, line 1. After the letter (d) insert the words Phase I before the word Parking.

Section d, page 4, line 1 delete the words "in phases and will be constructed..."

Section d, page 4, line 8 delete the words "Phase II parking, to be completed within one (1) year of completion of the Conference Center, shall be construction of a minimum of one hundred twenty five (125) additional spaces dedicated to the Convention Center, either on an adjacent parking lot or in an adjacent parking garage."

Section d, page 4, line 8 INSERT the following language where the above deletion was located,

"The City will proceed with the identification of suitable adjacent property for Phase II parking and will pursue reasonably available Federal, State and private funding resources to acquire land and construct Phase II parking.

The way the section is currently proposed by the County requires the City to provide for Phase II to be completed within one (1) year of completion of the Convention Center, constructing a minimum of one hundred twenty five additional spaces dedicated to the Convention Center, either on an adjacent parking lot or in an adjacent parking garage.

### **Section 7, Insurance**

The City is requesting a reduction in the liability insurance from five million dollars to one million dollars.

**SEMINOLE COUNTY/CITY OF SANFORD  
CONVENTION CENTER INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT is entered into 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 SANFORD**, a Florida municipal corporation, whose address is Sanford City Hall, 300 North Park Avenue, Sanford, Florida 32771, hereinafter referred to as the "CITY".

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

**WHEREAS**, the COUNTY and the CITY have identified the need for a high quality Convention Center to serve tourist and economic development activities for the benefit of the COUNTY's and CITY's residents and businesses; and

**WHEREAS**, in addition to tourism and economic development, numerous other public benefits will result from the development of a Convention Center including, but not limited to, providing space for exhibitions and trade shows, expanding COUNTY and CITY meeting space for large and small meetings and conventions, and the attraction of new visitors to the COUNTY and the CITY and associated increases in local revenues and tourist development taxes that stem from increased tourism; and

**WHEREAS**, the COUNTY and the CITY in the past have studied and proposed separate convention/conference center projects; and

**WHEREAS,** the COUNTY and the CITY have determined that a jointly sponsored Convention Center project would best utilize the strengths of both parties, allowing for successful completion of the proposed project; and

**WHEREAS,** a Convention Center would provide the opportunities to increase visitor spending in the CITY's Historic Downtown and to provide additional public benefits through the creation of jobs and demand for local business products and services in the CITY and the COUNTY; and

**WHEREAS,** the CITY has made a substantial commitment toward making the Convention Center location a reality by holding a referendum, taking rezoning actions, initiating site planning, and furthering public projects such as Riverwalk; and

**WHEREAS,** Chapter 163, Florida Statutes, (the "Florida Interlocal Cooperation Act of 1969") provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida, any power, privilege, or authority which such agencies share in common and which each might exercise separately and that such joint exercise of power by public agencies shall be made by contract in the form of an interlocal agreement; and

**WHEREAS,** this Agreement is authorized pursuant to the constitutional home rule powers of the CITY and COUNTY, the provisions of Chapters 125, 163 and 166, Florida Statutes, and other applicable law,

**NOW, THEREFORE,** in consideration of the mutual covenants, agreements and promises contained herein and other good and valuable

consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**SECTION 1. RECITALS.** The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

**SECTION 2. PROJECT DESCRIPTION AND DEVELOPMENT.**

(a) The parties to this Agreement intend to jointly develop the Seminole County Convention Center in Sanford, in accordance with the terms and conditions of the Agreement, as a multi-purpose regional, tourism related facility. The Convention Center will be designed and constructed in such a way so as to accommodate the terms and criteria necessary for certification by the International Association of Conference Centers (IACC). The Convention Center is intended to directly serve the residents of City of Sanford, Seminole County and surrounding communities as well as broader population in the central Florida region and the State. The COUNTY shall be the agency with the primary responsibility for the development of the Convention Center and shall finance, design, construct and own the Convention Center, all subject to the limitations set forth herein. The CITY shall be the agency with the primary responsibility for the administration and operation of the Convention Center, all subject to the limitations and detail set forth herein.

(b) The COUNTY shall make every reasonable effort to develop a Convention Center of approximately 45,000 sq. ft., with the ability to expand at a later date, and related operational parking facilities, including a minimum 12,000 sq. ft. ballroom, satisfying accreditation

and certification criteria of the IACC guidelines for conference center facilities.

(1) The design shall conform to CITY and COUNTY land development regulations.

(2) The design shall conform to rules, regulations and ordinances as established or enacted by the CITY and the COUNTY.

(3) The CITY shall be reasonably and timely consulted regarding design and construction phases, with the CITY provided a timely opportunity to comment thereupon.

(d) Parking for the facility will be completed in phases and will be constructed at the sole responsibility and expense of the CITY. Phase I parking, which shall be completed concurrently with the construction of the Convention Center, is the construction of a minimum of one hundred seventy-five (175) space surface parking lot on the Convention Center site and dedicated solely to the Convention Center and one hundred twenty-five (125) additional non-dedicated local parking spaces. Phase II parking, to be completed within one (1) year of completion of the Convention Center, shall be construction of a minimum of one hundred twenty-five (125) additional spaces dedicated to the Convention Center, either on an adjacent parking lot or in an adjacent parking garage. Overflow parking for large events will occur in the Courthouse Parking Lot or the City Hall Parking Lot with possible shuttle service provided. The City will also provide parking spaces to accommodate proposed hotel development. Phase I parking may be relocated to an on-site parking structure or surface parking lot or adjacent surface parking lot or structure to

accommodate the development of a convention center hotel. Prior to removal of Phase I parking, the CITY shall provide temporary equivalent parking for the Convention Center either on site or adjacent to the Convention Center.

**SECTION 3. OBLIGATIONS OF THE COUNTY.**

(a) The COUNTY agrees to design and construct the Convention Center on the site provided by the CITY. Design and construction shall include, but not be limited to, preparation of plans specifying size, quality, architectural design, and utility of the facility. The CITY shall be provided with a reasonable and timely opportunity to comment on the design and construction phases but the COUNTY shall have final decisions on these phases of the project.

(b) The COUNTY shall proceed with the construction of the Convention Center with due diligence to completion. The COUNTY will pay all sums required to complete the construction of the Convention Center to the extent of the Bond Proceeds.

(c) The COUNTY shall maintain full beneficial ownership of the Convention Center building and all equipment, fixtures and furniture purchased by the COUNTY for the Convention Center and shall pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any bonds, debentures or other security agreements or contracts related to the Convention Center.

(d) The COUNTY shall be entitled to occupy up to 3,000 sq. ft. of office space within the Convention Center for one or more COUNTY departments with additional square footage over the 3,000 sq. ft. being provided subject to the joint approval of the CITY and the

COUNTY. The COUNTY shall reimburse to the Convention Center's operating amount the sum of ONE AND NO/100 DOLLAR (\$1.00) per sq. ft. for the first year of occupancy to cover the cost of electric, water, janitorial services and pest control. Thereafter the CITY and the COUNTY shall annually review the COUNTY's cost per square foot and agree on adjustments to that amount as needed. Payment of the annual amount shall be divided into twelve (12) monthly payments. The CITY or its Management Company shall not count the fair market value of any office space occupied by the COUNTY within the Convention Center as Gross Operating Revenue.

(e) The COUNTY shall be solely responsible for repair to or replacement of the Convention Center roof, electrical systems, mechanical systems, fire protection systems, utility lift stations, and the HVAC system when such costs of such repair or replacement exceeds the sum of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00).

(f) The COUNTY shall be responsible for making structural renovations or additions to the Convention Center when such renovations or additions exceed the sum of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00).

(g) The COUNTY shall grant to the CITY, upon construction of the Convention Center, such easements to the Convention Center as may be necessary for the CITY's operation and maintenance of the Convention Center and hotel.

**SECTION 4. OBLIGATIONS OF THE CITY.**

(a) The CITY shall provide all real property necessary to serve as a site for the Convention Center, at least 3.95 acres, plus all additional property needed to serve as parking for the Convention Center. Said property shall be located within the 8.409 acres as further described and shown on Exhibit "A," attached hereto and incorporated as part of this Agreement, with the COUNTY to determine which part of the 8.409 acre parcel shall be used for the Convention Center within one hundred ninety (190) days of the effective date of this Agreement. The CITY shall retain ownership to all of the above-described property, but agrees to lease said property to the COUNTY for a period of thirty (30) years, with options to renew for four (4) additional five (5) year terms, for the sum of ONE AND NO/100 DOLLAR (\$1.00) per year. The CITY further agrees to grant to the COUNTY such easements over the property as may be needed for construction of the Convention Center, utilities and telecommunications, water, sewer and drainage, and any other services deemed necessary by the COUNTY.

(b) The CITY shall be responsible for all demolition work as needed to facilitate construction of the Convention Center and its parking facilities and shall be solely responsible for all environmental cleanup that may be needed for the property and for any and all environmental impact or consequences directly related to the property or the demolition work on the property.

(c) The CITY shall be responsible for construction, repair and maintenance of all parking facilities designated for use by the Convention Center.

(d) The CITY shall make every reasonable effort to secure a hotel developer to build a minimum two hundred (200) room full service hotel adjacent to the Convention Center and have it in full operation within one hundred eighty (180) days of the opening of the Convention Center.

(e) Upon completion of the Convention Center, the CITY agrees to operate the Convention Center and pay all maintenance, repair and operating expenses related to the Convention Center, except for those expenses specifically reserved to the COUNTY in this Agreement, and assume any and all losses from Convention Center operations. These obligations will continue for so long as the building and property are operated as a convention center pursuant to this Agreement, any of its extensions, or any successor agreement for the joint CITY/COUNTY operation of this facility as a convention center. Said maintenance, repairs and operating expenses shall include but not be limited to:

- (1) Salaries and benefits for all Convention Center employees,
- (2) Purchase of operating supplies,
- (3) Cleaning expenses,
- (4) Marketing and advertising and promotion costs,
- (5) Printing costs,
- (6) Postage and freight costs
- (7) Equipment rental costs
- (8) Security expenses,
- (9) Office supplies,

(10) Materials and operating supplies for the day-to-day operation of the Convention Center,

(11) Employee uniforms,

(12) Exterminator, and trash removal,

(13) Utilities for the Convention Center,

(14) Telephones and computer equipment and line charges,

(15) Repairs and/or maintenance contracts for elevators, HVAC, plumbing, and electric,

(16) HVAC service and preventive maintenance,

(17) Signage production and maintenance,

(18) Food and beverages,

(19) All repairs, maintenance, and replacement of furniture, fixtures, and equipment, to include all carpet, tile, paint, light fixtures and other general building items, and all personal property owned by the CITY and the COUNTY, and

(20) All out of pocket expenses incurred by the CITY in connection with the management and operation of the Convention Center.

(f) For each year of the Convention Center's operation the CITY shall prepare and submit for the COUNTY's review an operation plan for the Convention Center, and for the COUNTY's review and approval a business plan for the Convention Center, setting forth specific goals. The first operation and business plans for the Convention Center shall be submitted to the COUNTY no later than one (1) year prior to the Convention Center's projected opening date. Thereafter, the annual operation and business plans shall be submitted to the COUNTY no later than ninety (90) days prior to the beginning of the fiscal year.

(g) The CITY shall establish a booking policy for the Convention Center and submit it to the COUNTY for its reasonable approval one (1) year in advance of the projected opening of the Convention Center. The CITY shall hold a master set of all booking records and schedules and have these documents available for COUNTY review upon request.

(h) In the performance of its obligation to operate the Convention Center, the CITY shall have the right to contract with an outside Management Company for the operation of the Convention Center and the COUNTY will be reasonably and timely consulted in the selection and be provided with an opportunity to comment on the selection of the outside Management Company. All payments and compensation the Management Company shall be the responsibility of the CITY.

(i) The CITY covenants and represents that during the term of this Agreement it will operate the Convention Center in a sound and economic manner, in compliance with all present and future laws and government regulations applicable hereto. In operating the Convention Center, the CITY shall maintain, preserve and keep the Convention Center in good repair, good working order and good condition. The CITY, to accomplish said obligations shall from time to time make or cause to be made all necessary and proper repairs and maintenance so that at all times the operation of the Convention Center may be properly and advantageously conducted. This covenant shall not prevent the CITY from partially discontinuing operation of the

Convention Center in order to make necessary repairs or for reasons of safety.

(j) The CITY agrees to pay all operating obligations of the Convention Center from revenues derived from the Convention Center or from any other legal source of funds. The COUNTY shall have no obligation to reimburse the CITY for any of these revenue shortfalls for so long as the Convention Center continues to be operated jointly by the CITY and the COUNTY pursuant to this Agreement, its extensions or any successor agreement, and such shortfalls will not constitute any pledge of the full faith, credit or taxing power of the COUNTY within the meaning of any State Constitutional or Statutory provision.

(k) The CITY will submit reports to the COUNTY at least quarterly detailing the activities planned for the future and the results of activities for the past quarter including, but not limited to bookings, receipts and expenditures.

**SECTION 5. RECORDS.**

(a) The parties shall, at a minimum, maintain all records required by Federal, State and local laws, rules and regulations, and procedures.

(b) The parties shall maintain such records, accounts, and property and personnel records, as deemed necessary by Florida law or otherwise typical in sound business practices to assure proper accounting of funds and in full compliance with this Agreement.

(c) All records and contracts, of whatsoever type or nature, required under the scope of this Agreement shall be available for audit, inspection, and copying at any time during normal business

hours and as often as the other party may deem reasonably necessary. Each party shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement made by any Federal, State and local agency. Each party shall retain all records and supporting documentation applicable to this Agreement for a minimum of fifteen (15) years after resolution of the final audit and in accordance with Florida law.

**SECTION 6. INDEMNIFICATION AND LIMITATION OF LIABILITY.**

(a) Each party to this Agreement is responsible for all injury and damage claims 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.

(d) In the event that any action, suit, or proceeding is brought against either party upon any alleged liability arising out of this Agreement, the other party shall provide notice in writing thereof to the other party by registered or certified mail addressed to the other party at its address provided herein.

(e) Any liability of the COUNTY or of the CITY shall be enforceable only to the extent of its interest in the Convention Center and there shall be no recourse for any claim based on this Agreement against any other property of the COUNTY or the CITY now or hereafter owned, or against any officer, employee, past, present or future, of the COUNTY or the CITY or any successor body.

(f) The CITY shall specifically retain liability for any action, suit, or proceeding arising from the CITY's maintenance and operation of the Convention Center and any of its common areas, including but not limited to sidewalks, parking lots, and greenspace.

**SECTION 7. INSURANCE.**

(a) Each party shall carry and maintain in full force and effect throughout the term of this Agreement, either liability insurance, or a liability self-insurance program sufficient to cover the party for any injuries or claims arising out of this Agreement and for which the party is liable or such insurance in a minimum amount of FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00).

(b) The COUNTY shall, commencing with the date the COUNTY takes possession of the completed building from the contractor, maintain fire, extended coverage, vandalism and malicious mischief insurance on the Convention Center with such deductible provisions as are consistent with similar policies covering other COUNTY properties. Such insurance shall be maintained for so long as the parties jointly operate the Convention Center pursuant to this Agreement and any extension thereof or any successor agreements to this Agreement, and

shall be in an amount at least equal to the lesser of the value of the Convention Center or the principal amount of the bonds.

(c) If during the term of this Agreement, its extension, or any successor agreement, the Convention Center is damaged or destroyed, in whole or in part, by fire or other casualty, to such extent that there is a claim for loss, including any deductible amount, resulting from such damage or destruction, the CITY will promptly notify the COUNTY in writing as to the nature and extent of such damage or loss and whether the Convention Center can be repaired, replaced or restored to substantially the original condition. Notwithstanding the foregoing, the CITY shall notify the COUNTY of the condition of the Convention Center on a reasonable ongoing basis.

**SECTION 8. OWNERSHIP.**

(a) The CITY shall retain ownership of the land upon which the Convention Center and its parking facilities are located.

(b) The ownership of the building, fixtures, furniture, vehicles and similar tangible property provided by the COUNTY, or provided by the COUNTY originally and located at the Convention Center and replaced by the CITY as part of normal wear and tear replacement, shall remain vested with the COUNTY.

(c) Subject to bond conditions, the CITY is hereby granted the option to terminate this Agreement and to purchase the COUNTY's interest in the Convention Center upon payment to the COUNTY of a purchase price as mutually agreed upon by the parties.

**SECTION 9. BOOKING POLICY.**

(a) The CITY shall establish a booking policy for the Convention Center and submit it to the COUNTY for approval one (1) year in advance of the projected opening of the Convention Center. The CITY shall hold a master set of all booking records and schedules and have these documents available for COUNTY review upon request.

(b) The COUNTY shall be entitled to have primary use of the Convention Center for conventions and trade shows if booked within twelve (12) months of the dates of the event, if the dates have not been confirmed with or committed to other users and with the approval of the CITY or the CITY's Management Company. Booking, marketing, promotion and sales will be a joint effort between the COUNTY and the CITY or the CITY's Management Company.

(c) The CITY agrees to provide the Convention Center, as directed by the COUNTY, to non-profit organizations at a reduced rent subject to availability. All reasonable and necessary event-related expenses such as ushers, ticket-takers, security shall be reimbursed by such organizations using the Convention Center. The highest priority will be given to multiple day events which require accommodations in multiple hotels.

(d) The COUNTY shall have the right to use the Convention Center or any part thereof, subject to availability, for COUNTY purposes such as meetings, seminars or training classes without payment of any rental or use fee, except that direct out-of-pocket expenses incurred in connection with such uses shall be paid by the COUNTY.

**SECTION 10. CONTRACT MONITORING.**

(a) The County Manager shall appoint a COUNTY staff member to serve as Contract Administrator who will be the liaison between the COUNTY and the CITY and/or its Management Company on all matters relating to this Agreement. The Contract Administrator will have responsibility for day-to-day monitoring and assessment of the quality of services provided by the CITY or its Management Company.

(b) The Contract Administrator shall have the right to enter all portions of the Convention Center to inspect same, to observe the performance of the CITY or its Management Company and review repairs to the Convention Center and replacement of equipment; provided, however, the COUNTY is not obligated to construct, repair or replace any equipment.

**SECTION 11. TERM.** This Agreement shall become effective upon its execution by the parties and shall remain in effect for a period of thirty (30) years, and at the option of the parties may be renewed for four (4) additional terms not to exceed five (5) years each.

**SECTION 12. TERMINATION.**

(a) Prior to issuance of the bonds financing the Convention Center, this Agreement may be terminated without penalty, by either party upon thirty (30) days written notice to the other party.

(b) Upon issuance of the bonds financing the Convention Center, the COUNTY may terminate this Agreement if the CITY breaches any part of this Agreement or its obligations thereunder. Further, upon such breach, the CITY agrees to pay one-half of the COUNTY's annual debt service for the Convention Center based on the principal amount, less

the CITY's investment amount totaling TWO MILLION THREE HUNDRED EIGHTY-THREE THOUSAND FIVE HUNDRED FORTY-FIVE AND NO/100 DOLLARS (\$2,383,545.00). (i.e. \$15,000,000.00 principal amount less \$2,383,545.00 = \$12,616,455.00; CITY would pay half of annual debt service on \$12,616,455.00) The CITY shall be responsible for its portion of the debt service payment until such time as the bonds expire. The CITY shall also transfer ownership of the land used for the Convention Center and for Phase I parking to the COUNTY within sixty (60) days of the COUNTY's request for said transfer.

(c) Upon issuance of the bonds financing the Convention Center, the CITY may terminate this Agreement for its convenience, upon ninety (90) days written notice to the COUNTY. In that event, the CITY shall be relieved of its responsibilities for operation, maintenance, and management of the Convention Center and the COUNTY shall assume full responsibility for the same, including responsibility for all duties and responsibilities of the CITY under its agreement, if any, with a Management Company for the Convention Center. Upon such termination of the Agreement, the CITY agrees to transfer ownership of the land used for the Convention Center and for Phase I parking to the COUNTY within sixty (60) days of the COUNTY's request for such transfer, and the CITY further agrees to pay one-half of the COUNTY's total debt service for the Convention Center based upon the principal amount less the CITY's investment amount totaling TWO MILLION THREE HUNDRED EIGHTY-THREE THOUSAND FIVE HUNDRED FORTY-FIVE AND NO/100 DOLLARS (\$2,383,545.00) until such time as the bonds expire. If the COUNTY breaches any part of this Agreement or its obligations thereunder

after the issuance of the bonds and prior to the completion of the Convention Center and the CITY terminates this Agreement for that breach, then the COUNTY shall pay to the CITY the demolition costs of the Civic Center of Sanford in an amount of ONE HUNDRED FIFTY-FOUR THOUSAND ONE HUNDRED SIX AND NO/100 DOLLARS (\$154,106.00); the cost for moving the Sanford/Seminole County Chamber of Commerce building in an amount of ONE HUNDRED SIXTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$167,500.00); and the cost for completion of Phase 1 parking in an amount not to exceed the sum of THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00). Should the CITY not demolish the Civic Center of Sanford move the Sanford/Seminole County Chamber of Commerce building, or complete Phase I parking, then the COUNTY will not be liable for those costs.

**SECTION 13. NOTICES.** Whenever either party desires to give notice unto the other, notice may be sent to:

**For COUNTY:**

County Manager  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32771

**For CITY:**

Mayor  
Sanford City Hall  
300 North Park Avenue  
Sanford, Florida 32771

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notice.

**SECTION 14. SEVERABILITY.** If any one (1) or more of the covenants or provisions of this Agreement shall be held to be contrary

to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever, be held invalid then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall in no way effect the validity of the remaining covenants or provisions of this Agreement.

**SECTION 15. CONFLICT OF INTEREST.**

(a) Both parties agree that they will not engage in any action that would create a conflict of interest in the performance of their respective obligations pursuant to this Agreement 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 CITY 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 relative to the Convention Center, 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, each party hereby agrees that monies received from the other party pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

**SECTION 16. TIME OF THE ESSENCE.** Time is of the essence relative to all aspects of performance under the terms of this Agreement.

**SECTION 17. ENTIRE AGREEMENT/EFFECT ON PRIOR AGREEMENT.** This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements, if any, between the parties relating to the limited subject matter of this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed on the day hereinabove first written.

ATTEST:

CITY OF SANFORD

\_\_\_\_\_  
JANET R. DOUGHERTY, City Clerk

By: \_\_\_\_\_  
BRADY LESSARD, Mayor

Date: \_\_\_\_\_

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  
11-21-02  
conventioncenter

Attachment:

Exhibit "A" - Property Description

