

COUNCIL MEETING

Municipal Building
175-5th Street North
Second Floor Council Chamber

CITY OF ST. PETERSBURG

January 14, 2016
3:00 PM

- A. **Meeting Called to Order and Roll Call.**
Invocation and Pledge to the Flag of the United States of America.
- B. **Approval of Agenda with Additions and Deletions.**
- C. **Awards and Presentations**
 - 1. [St. Pete's Promise - Maximo Elementary School](#)
 - 2. [On Top of Your Game Award Presentation to the St. Pete Silver Raiders, Pop Warner Super Bowl Winners Division II Jr. Midget National Championship](#)
 - 3. [Presentation to Hardy Bryan, Nuisance Abatement Board](#)
 - 4. [ACT \(Arts Conservatory for Teens\)](#)
 - 5. [Income Tax Assistance Locations - Juvenile Welfare Board](#)
- D. **Reports**
 - 1. [Agreement with the Tampa Bay Rays](#)
- E. **Adjournment**

CITY COUNCIL AGENDA AWARDS & PRESENTATIONS

TO: Mayor and Members of City Council

DATE: **January 7, 2016**

**COUNCIL
DATE:** **January 14, 2016**

PRESENTER: Richard Engwall
St. Pete's Promise, Mayor's Office

RE: St. Pete's Promise – Maximo Elementary School

CITY COUNCIL AGENDA PRESENTATION

December 21, 2015

TO: The Honorable Members of City Council

SUBJECT: On Top of Your Game Award Presentation to the
St. Pete Silver Raiders, Pop Warner Super Bowl Winners
Division II Jr. Midget National Championship

PRESENTER: Lisa Wheeler-Brown, Council Member

SCHEDULE FOR COUNCIL ON:
Agenda of January 14, 2016

Lisa Wheeler-Brown
Council Member

CITY COUNCIL AGENDA PRESENTATION

December 18, 2015

TO: The Honorable Members of City Council

SUBJECT: Presentation to Hardy Bryan
Nuisance Abatement Board

PRESENTER: Police Department

SCHEDULE FOR COUNCIL ON:
Agenda of January 14, 2016

CITY COUNCIL AGENDA PRESENTATION

January 6, 2016

TO: The Honorable Members of City Council

SUBJECT: ACT (Arts Conservatory for Teens)

PRESENTER: Alex Harris, Co-Founder & CEO

SCHEDULE FOR COUNCIL ON:
Agenda of January 14, 2016

Council Member Darden Rice
District 4

CITY COUNCIL AGENDA
AWARDS & PRESENTATIONS

January 11, 2016

TO: The Mayor and Members of City Council

SUBJECT:

Income Tax Assistance Locations

PRESENTER:

Juvenile Welfare Board

SCHEDULE FOR COUNCIL ON:

January 14, 2016

Karl Nurse
Council Member

MEMORANDUM

To: The Honorable Amy Foster, Chair and Members of City Council

From: Rick Kriseman, Mayor 

Date: January 7, 2016

Subject: Proposed MOU with Tampa Bay Rays

Thank you for your time and attention this week to the proposed Memorandum of Understanding with the Tampa Bay Rays. I consider this proposal to be beneficial to St. Petersburg's taxpayers, baseball fans, and to those seeking the clarity necessary to invest in our city and our downtown.

Please note the substantive differences between this proposed MOU and the MOU presented to you at a workshop in 2015.

- Evaluation activities: This proposed MOU requires the Tampa Bay Rays, hereinafter referred to as the "club", to provide us with a process document within 60 days of execution of the MOU. The process document will provide us with a general description of the process to be used by the club in evaluating potential stadium sites. A prior MOU required a more detailed process criteria document. In addition, this MOU does not require the Tampa Bay Rays to provide us with quarterly status updates. This proposed MOU retains the language that all sites, including the current Tropicana Field location, be evaluated in accordance with the process document.
- This proposed MOU requires the Tampa Bay Rays to conduct their evaluation for a minimum of 6 months in order to give the city of St. Petersburg and our community an opportunity to make our case that the Rays' current location, enhanced by future development, is the best long-term location.
- This proposed MOU requires the club to pay 50 percent (not to exceed \$100,000) toward a city-directed master plan for the Tropicana Field site, with and without a new stadium on the site. If the city and the club enter into the termination amendment, the club is entitled to a credit for this payment.
- Upon execution of the proposed MOU, any air rights (development proceeds) received will be placed in an interest-bearing escrow account established by and under the control of the city of St. Petersburg. If the city and the club enter into a new use agreement, meaning they remain in St. Petersburg beyond 2027, the team would be entitled to 50 percent of the net proceeds in the escrow account minus the interest, which would belong entirely to the city.

- If the team decides to fulfill the remainder of the current use agreement only, they retain their right to 50 percent of the net proceeds in the escrow account minus the interest.
- If the team enters into the termination amendment pursuant to the proposed MOU, the city would be entitled to 100 percent of the funds in the escrow account.

These provisions serve as an incentive for the Tampa Bay Rays to remain in St. Petersburg and may provide them with a portion of the funds to build a new stadium. In fact, the team could potentially serve as the developer of the site. These provisions also allow for the city to pursue development opportunities now without potentially paying the club 50 percent of the net proceeds. Under this proposed MOU, the Tampa Bay Rays retain approval rights as it relates to development on the site, which exists in the current use agreement.

- This proposed MOU requires the team, prior to the MOU's expiration, to give the city written notice of their intentions or forfeit the funds in the escrow account.
- Finally, this proposed MOU sets the club's maximum annual monetary compensation pursuant to the termination amendment at \$24 million. The payout is as follows; \$4 million for 2018, \$3 million for 2019-2022, \$2 million for 2023-2026. This proposed MOU precludes the team from leaving St. Petersburg prior to 2018.

Thank you for your consideration of this proposed MOU. I believe your support will give the city of St. Petersburg the best chance to be the forever home of the Tampa Bay Rays and will preserve Major League Baseball in our area for generations to come.

cc: Jackie Kovilaritch, City Attorney
Gary Cornwell, City Administrator

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and executed as of the _____ day of January, 2016 ("MOU Execution Date"), between the City of St. Petersburg, Florida, a municipal corporation ("City"), and Tampa Bay Rays Baseball, Ltd. (formerly known as Tampa Bay Devil Rays, Ltd.), a Florida limited partnership ("Club") (collectively, "Parties").

Recitals

Whereas, the City and the Club entered into an Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg Including the Provision of Major League Baseball on April 28, 1995 and such agreement has been amended from time to time (such agreement, as it has been amended, is hereinafter referred to as the "Agreement"); and

Whereas, the Club wishes to begin evaluating potential future stadium sites in Pinellas County, Florida ("Pinellas") and Hillsborough County, Florida ("Hillsborough") for the Tampa Bay Rays to play home games prior to the end of the Major League Baseball ("MLB") season occurring in the year 2027 ("2027 Season"); and

Whereas, the City wishes to retain the Tampa Bay Rays as a MLB franchise in the Tampa Bay region for the long term; and

Whereas, the City believes St. Petersburg offers unique opportunities for the Club's consideration and hopes to retain the Tampa Bay Rays as a MLB franchise in St. Petersburg; and

Whereas, the City has agreed to allow the Club to engage in activities related to the evaluation of potential future stadium sites in Pinellas and Hillsborough only, subject to the terms and conditions set forth in this MOU.

Now, Therefore, in consideration of the promises and covenants contained herein (including those contained in the foregoing recitals), and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the Club agree as follows:

1. Definitions. For purposes of this MOU, the terms "DOME", "Capital Account", "Home Games", "Force Majeure Event", "Franchise", and "Term" shall have the meanings set forth in the Agreement.

2. Acknowledgment of Club. The Club acknowledges and agrees that, as set forth, among other things, in Sections 2.04 and 11.01 of the Agreement, during the Term: (i) the Club shall cause the Franchise to play all of its Home Games in the DOME, subject to the provisions of Section 2.04 of the Agreement; (ii) the Club is not permitted to play any of the Franchise's Home Games in any facility other than the DOME without the City's consent, which may be withheld in the City's sole discretion, subject to the provisions of Section 2.04 of the Agreement and Paragraph 7 of this MOU; and (iii) neither the Club nor any of its respective parties, principals, directors, officers, employees, owners, or agents will enter into, initiate or conduct

any agreement or negotiations (directly or indirectly) for the use of any facility other than the DOME for the Home Games of the Franchise, except to the extent permitted by Sections 2.04 and 16.03 of the Agreement.

3. Evaluation Activities; Master Plan.

A. As used in this MOU and Section 11.01 of the Agreement, the term “negotiations” shall not include Evaluation Activities. For purposes of this MOU and Section 11.01 of the Agreement, “Evaluation Activities” means non-binding discussions and communications, feasibility studies and analyses, cost estimation and related activities for the purpose of identifying a potential future stadium site for the Franchise in Pinellas or Hillsborough only. Without limiting Paragraph 8 below, the following are not Evaluation Activities: (i) drafting or negotiating any agreements or other legal documents of any kind; (ii) entering into or executing any agreements or other legal documents of any kind; and/or (iii) any discussions, communications or activities for the purpose of identifying a potential future stadium site in any location other than Pinellas or Hillsborough.

B. Within sixty (60) days of the MOU Execution Date, the Club shall provide the City with a document that sets forth in general terms the process to be used by the Club in evaluating potential future stadium sites in Pinellas and Hillsborough (“Process Document”). The Club shall evaluate all potential future stadium sites in Pinellas and Hillsborough, including potential future stadium sites in St. Petersburg, in accordance with the Process Document.

C. The Club shall not provide the City with the Decision Notice required pursuant to Paragraph 9.B. below until at least six (6) months following the MOU Execution Date; provided, however, this subparagraph C shall not apply in the event the Decision Notice states that the Club desires to attempt to negotiate the New Agreements (defined below).

D. The Club shall pay the City fifty percent (50%) of the cost of a master plan for the redevelopment of the Tropicana Field site, both with and without a stadium. The City shall engage a consultant to prepare the master plan and the City shall establish the scope and specifications for the master plan, which shall include a community engagement and public input element. The Club’s payment pursuant to this subparagraph D shall not exceed one hundred thousand dollars (\$100,000).

4. Potential Stadium in St. Petersburg. If as a result of the Evaluation Activities the Club wishes to terminate the Agreement prior to the end of the Term in order for the Franchise to play its Home Games at a stadium in St. Petersburg, the Club and the City shall negotiate in good faith to attempt to develop the necessary agreements to keep the Franchise in St. Petersburg (“New Agreements”). The compensation set forth in Paragraph 6 below shall not apply in the event the Club and the City terminate the Agreement prior to the end of the Term in order for the Franchise to play its Home Games at a stadium in St. Petersburg. The business points related to the New Agreements, and terminating the Agreement to retain the Franchise in St. Petersburg, shall be negotiated in good faith by the Parties.

5. Air Rights Proceeds and Escrow Account.

A. Following the MOU Execution Date, the City shall deposit any and all gross proceeds received from the sale or lease of air rights pursuant to Section 3.05 of the Agreement into an interest bearing escrow account established by the City (“Escrow Account”). The City shall be reimbursed out of such gross proceeds for, and may withdraw from the Escrow Account, all costs incurred by or on behalf of the City in connection with such sales and leases (including but not limited to the cost of the acquisition and development of replacement parking necessitated by such sales or leases). The Escrow Account shall be in the name of the City and the City shall be the sole signatory on the Escrow Account.

B. In the event the Club and the City enter into the New Agreements, Section 3.05 of the Agreement shall govern the allocation of net proceeds contained in the Escrow Account; provided, however, that the City shall retain all of the interest earned on the Escrow Account. The City shall pay the Club its allocation of net proceeds contained in the Escrow Account within sixty (60) days of complete execution of the New Agreements, unless otherwise agreed upon by the Club and the City in writing.

C. In the event the Decision Notice states that the Club will not attempt to negotiate the New Agreements or prepare a Termination Amendment (defined below), in which case the Club and the City shall remain bound by the Agreement for the entire Term, Section 3.05 of the Agreement shall govern the allocation of net proceeds in the Escrow Account; provided, however, that the City shall retain all of the interest earned on the Escrow Account. The City shall pay the Club its allocation of net proceeds contained in the Escrow Account within sixty (60) days of receipt of such Decision Notice, unless otherwise agreed upon by the Club and the City in writing. Following such payment, the City shall continue to pay the Club its allocation of net proceeds in accordance with Section 3.05 of the Agreement.

D. In the event the Club and the City enter into a Termination Amendment, the Termination Amendment shall provide that the City shall retain all gross proceeds contained in the Escrow Account and all interest earned on the Escrow Account.

E. In the event the Club fails to provide the City with the Decision Notice in accordance with Paragraph 9.B. below, the City shall retain all gross proceeds contained in the Escrow Account and all interest earned on the Escrow Account.

F. Notwithstanding anything contained in this MOU, the Club shall retain its approval rights under Section 3.05 of the Agreement, and the conditions set forth in Section 3.05 of the Agreement shall remain in effect (e.g., replacement parking), until the effective date of termination of the Agreement.

6. Termination Amendment. If as a result of the Evaluation Activities the Club wishes to terminate the Agreement prior to the end of the Term in order for the Franchise to play its Home Games at a stadium not in St. Petersburg but in another location in Pinellas or in Hillsborough through at least the end of the 2027 Season (and provided that the Club complies

with Paragraph 9.B. below and the Decision Notice states that the Club desires to prepare a Termination Amendment), the Club and the City shall prepare in good faith a written amendment to the Agreement that provides for such termination (“Termination Amendment”). The Termination Amendment shall establish an effective date of termination of the Agreement and address matters related to wind down of the Agreement, the Club’s move out and reacquisition of the DOME by the City. Further, the Termination Amendment shall provide for monetary and in-kind compensation to the City (in only the amounts and categories set forth below but subject to the limitations set forth below) and an indemnification for the Bonds (defined below), as follows:

A. Annual Monetary Compensation. The City and the Club hereby agree that the annual monetary compensation required to be paid by the Club to the City pursuant to the Termination Amendment shall be as follows, provided the Franchise plays its Home Games at a stadium in Pinellas or Hillsborough through at least the end of the 2027 Season (except for Excused Games as defined below), subject to subparagraph D below:

i. For the time period commencing on January 1, 2018 through December 31, 2018, the Club shall pay the City four million dollars (\$4,000,000) if the Franchise does not play all of its Home Games in the DOME during this first time period (except for games that were not required to be played in the DOME pursuant to Section 2.04 of the Agreement); and

ii. For the time period commencing on January 1, 2019 through December 31, 2022, the Club shall pay the City three million dollars (\$3,000,000) for each year during this second time period that the Franchise does not play all of its Home Games in the DOME (except for games that were not required to be played in the DOME pursuant to Section 2.04 of the Agreement); and

iii. For the time period commencing on January 1, 2023 through December 31, 2026, the Club shall pay the City two million dollars (\$2,000,000) for each year during this third time period that the Franchise does not play all of its Home Games in the DOME (except for games that were not required to be played in the DOME pursuant to Section 2.04 of the Agreement). In the event that the Franchise does not play all of its Home Games in the DOME during the 2027 calendar year, no additional monetary compensation shall be owed for such year, provided that the Club has paid all other annual monetary compensation owed in accordance with this subparagraph A.

iv. The first payment of annual monetary compensation owed by the Club pursuant to this subparagraph A shall be reduced by an amount equal to fifty percent (50%) of the balance of the Capital Account as of thirty (30) days prior to the effective date of termination of the Agreement. The first payment of annual monetary compensation owed by the Club pursuant to this subparagraph A shall be further reduced by the amount paid by the Club to the City pursuant to Paragraph 3.D. above.

v. The annual monetary compensation owed by the Club pursuant to this subparagraph A shall be paid to the City on or before November 30 of each year that

compensation is owed. For example, if the Franchise does not play all of its Home Games in the DOME during the MLB season ending in October 2020 (except for games that were not required to be played in the DOME pursuant to Section 2.04 of the Agreement), the Club shall pay the City three million dollars (\$3,000,000) on or before November 30, 2020, and shall pay other years of compensation owed in the same manner. On or before the effective date of termination of the Agreement, the Club shall provide the City with a letter of credit in a form acceptable to the City and issued by a bank acceptable to the City (or an alternate form of security acceptable to the City) to secure the total amount of annual monetary compensation owed pursuant to this subparagraph A.

B. In-Kind Compensation. In recognition of the Franchise as a regional asset and in addition to the annual monetary compensation set forth in subparagraph A above, the Club shall provide the City with an in-kind compensation package through the end of the 2027 Season. Such in-kind compensation package may include City use days, signage recognizing the City and/or tickets for Franchise home games for economic development and promotion of the City, as mutually agreed upon by the City and the Club in good faith. The total fair market value of the in-kind compensation owed by the Club pursuant to this subparagraph B (projected aggregate value for all the years in which in-kind compensation is owed, as calculated on the execution date of the Termination Amendment) shall not exceed one million dollars (\$1,000,000). In the event the City and the Club do not mutually agree upon an in-kind compensation package to be included in the Termination Amendment, the Termination Amendment shall require the Club to pay the City one million dollars (\$1,000,000) in lieu of in-kind compensation. Such payment shall be made by the Club to the City on a one-time lump sum basis on or before the effective date of termination of the Agreement.

C. Indemnification For Bonds.

i. The Termination Amendment shall provide for the Club to indemnify and hold harmless the City from and against any and all losses, liabilities and fees incurred by the City in connection with the Bonds, including but not limited to liability incurred by the City in connection with a pledged revenue source for the Bonds and/or tax exempt status of the Bonds being adversely affected by the Termination Amendment or demolition of the DOME prior to the end of the Term. For purposes of this MOU, "Bonds" means all bonds and other indebtedness issued or incurred prior to the MOU Execution Date and associated with financing or refinancing the DOME and capital expenditures associated therewith, including but not limited to land acquisition and parking facilities. Specifically, "Bonds" includes but is not limited to (a) the Professional Sports Facility Refunding Revenue Bond, Series 2014; and (b) the First Florida Governmental Financing Commission, 2001 Notes.

ii. The Club acknowledges and agrees that the scope and form of the indemnification to be included in the Termination Amendment must be adequate to fully protect the City against any and all losses, liabilities and fees in connection with the Bonds, as determined by the City Attorney after consultation with the City's bond counsel. Accordingly, the indemnification generally described in this subparagraph C is subject to modification prior to inclusion in the Termination Amendment.

iii. On or before the effective date of termination of the Agreement, the Club shall provide the City with a letter of credit in a form acceptable to the City and issued by a bank acceptable to the City (or an alternate form of security acceptable to the City) to secure the Club's obligations pursuant to this subparagraph C.

iv. The Club's obligations pursuant to this subparagraph C are in addition to the compensation required to be paid and provided by the Club pursuant to subparagraphs A and B above.

D. Limitations and Other Requirements.

i. The Club acknowledges and agrees that the City is entering into this MOU in an effort to keep the Franchise in Pinellas or Hillsborough for the long term and that a portion of the consideration for a Termination Amendment would be the value to the City of retaining the Franchise as a regional asset. Accordingly, without limiting Paragraph 8 below, (a) the compensation set forth in subparagraphs A and B above shall be applicable only in the event the City and the Club enter into a Termination Amendment in order for the Franchise to play its Home Games at a stadium in Pinellas or Hillsborough through at least the end of the 2027 Season (except for Excused Games as defined below); and (b) the compensation set forth in subparagraphs A and B above shall have no application or evidentiary relevance whatsoever in the event the Franchise relocates to a stadium outside of Pinellas or Hillsborough prior to the end of the Term. Moreover, without limiting Paragraph 8 below, the Club recognizes that relocation of the Franchise to a stadium outside of Pinellas or Hillsborough prior to the end of the Term will result in irreparable harm to the City and damages that are not readily calculable.

ii. Except as specifically set forth in this MOU, the Termination Amendment shall not relieve the Club of any liabilities incurred or arising prior to the effective date of termination of the Agreement (e.g., claims arising out of events prior to the effective date of termination of the Agreement, amounts owed pursuant to third party contracts, tax liability, etc.).

iii. Notwithstanding the Termination Amendment, the City shall be paid the balance of the Capital Account on or before the effective date of termination of the Agreement and the City shall remain entitled to any and all proceeds, funds and other monies (e.g., ticket stub funds, naming rights proceeds, etc.) payable to the City pursuant to the Agreement through the effective date of termination of the Agreement.

iv. The Termination Amendment shall not include any provision requiring the City to pay damages or incur any liability (including but not limited to delay related damages or liability) in connection with a declaratory judgment action commenced pursuant to Paragraph 7 of this MOU.

v. The Club shall cause the Franchise to play all of its Home Games in the DOME for a minimum of one (1) MLB season (except for games that are not required to be played in the DOME pursuant to Section 2.04 of the Agreement) following the execution date of the Termination Amendment and prior to the effective date of termination of the Agreement.

vi. For purposes of this MOU, "Excused Games" means (a) those Home Games that are not played due to a Force Majeure Event; and (b) up to ten (10) Home Games per MLB season played at a facility that is not located in Pinellas or Hillsborough.

vii. Pursuant to Paragraph 5.C. above, the Termination Amendment shall provide that the City shall retain all gross proceeds contained in the Escrow Account and all interest earned on the Escrow Account.

7. Approval of Termination Amendment.

A. City Council shall vote on whether to approve the Termination Amendment within sixty (60) days following notice from the Mayor that the Termination Amendment has been executed by the Club and the Mayor subject to City Council approval. Further, City Council shall approve the Termination Amendment provided that the Termination Amendment is consistent with the terms and conditions of this MOU.

B. In the event City Council does not approve the Termination Amendment, either the Club or the City may seek a declaratory judgment from a court of competent jurisdiction as to whether the Termination Amendment considered by City Council is consistent with the terms and conditions of this MOU. If a court of competent jurisdiction issues a final order (after the exhaustion of any and all appellate remedies) that the Termination Amendment considered by City Council is not consistent with the terms and conditions of this MOU, such Termination Amendment shall be void and the Club and the City shall remain fully bound by the Agreement and this MOU; provided, however, that the Club may propose an alternative Termination Amendment for City Council's consideration. If a court of competent jurisdiction issues a final order (after the exhaustion of any and all appellate remedies) that the Termination Amendment considered by City Council is consistent with the terms and conditions of this MOU, the Termination Amendment shall be fully enforceable by the Club and the City, effective as of the date the Termination Amendment was executed by the Club and the Mayor.

C. For purposes of a declaratory judgment action pursuant to this Paragraph 7 only, (i) venue for such declaratory judgment action shall be the Circuit Court for the Twelfth Judicial Circuit, in and for Manatee County, Florida; (ii) each party waives any defense, whether asserted by motion or pleading, that the aforementioned court is an improper or inconvenient venue for such declaratory judgment action; and (iii) the City and the Club consent to the personal jurisdiction of the aforementioned court and irrevocably waive any objections to said jurisdiction with respect to such declaratory judgment action.

D. Each party shall bear its own attorneys' fees and costs associated with a declaratory judgment action pursuant to this Paragraph 7. Further, neither the City nor the Club shall have any liability to the other in connection with such declaratory judgment action or any delay associated therewith; provided, however, that the City and the Club shall remain responsible for any amounts due pursuant to the Agreement, this MOU and the Termination Amendment (if the Termination Amendment is enforceable and effective).

8. No Waiver. Except as specifically set forth in this MOU, (i) this MOU is not intended as, and does not operate as, any species of consent to nullify, excuse, or waive in any way or manner, neither express or implied, direct or indirect, nor by any operation of law, any of the requirements or prohibitions set forth in the Agreement; and (ii) both the City and the Club expressly reserve any and all rights, remedies, claims and defenses they have or may have under or with respect to the Agreement; provided, however, the Club expressly waives any defense, whether asserted by pleading or motion, that this MOU operates as any species of consent to allow the Club to act or fail to act in any manner that causes the Club not to comply with any of the requirements or prohibitions set forth in the Agreement, except as specifically set forth in this MOU.

9. Term; Decision Notice; Survival.

A. The term of this MOU shall commence on the MOU Execution Date and expire at midnight on December 31, 2018 (“Expiration Date”), unless this MOU is earlier terminated as provided herein.

B. No later than the Expiration Date, the Club shall provide the City with a written notice (“Decision Notice”) informing the City that the Club (i) desires to attempt to negotiate the New Agreements; (ii) desires to prepare a Termination Amendment; or (iii) will not attempt to negotiate the New Agreements or prepare a Termination Amendment, in which case the Club and the City shall remain bound by the Agreement for the entire Term. This MOU shall automatically terminate upon the City’s receipt of the Decision Notice.

C. Paragraphs 1, 2, 4, 5, 6, 7, 8, 13, 14, 17 and 18 of this MOU shall survive expiration or earlier termination of this MOU.

10. Default and Termination. The City may terminate this MOU in the event of failure by the Club to observe or perform any term or condition of this MOU if such failure shall continue for thirty (30) days after notice thereof from the City to the Club, or as otherwise provided in this MOU. The Club may terminate this MOU in the event of any failure by the City to observe or perform any term or condition of this MOU if such failure shall continue for thirty (30) days after notice thereof from the Club to the City. The Club and the City agree that, in the event of a violation of this MOU, the party not in default shall be entitled as a non-exclusive remedy, and in addition to an action for damages, to seek and obtain an injunction or decree of specific performance or an equitable remedy from a court of competent jurisdiction to enjoin or remedy any violation of this MOU; provided, however, that the sole remedy for City Council not approving a Termination Amendment shall be as set forth in Paragraph 7 of this MOU.

11. Notice. Any notice required by or permitted under this MOU shall be in writing and shall be deemed delivered and received when delivered by hand or by overnight delivery service, addressed as follows:

If to the City:

City of St. Petersburg
175 Fifth Street North
St. Petersburg, FL 33701
Attn: Mayor

With a copy to:

City Attorney of St. Petersburg
One 4th Street North, 10th Floor
St. Petersburg, Florida, 33701

If to the Club:

Tampa Bay Rays Baseball, Ltd.
Attn: John Higgins, Senior VP/General Counsel
Tropicana Field
One Tropicana Drive
St. Petersburg, FL 33705

12. Amendment. This MOU may be amended only in writing executed by the City and the Club, subject to City Council approval.

13. Drafting of Agreement. This MOU has been prepared by the City and reviewed by the Club and its professional advisors. The City, the Club and the Club's professional advisors believe that this MOU expresses their agreement and that it should not be interpreted in favor of either the City or the Club or against the City or the Club merely because of their efforts in preparing it.

14. No Third Party Beneficiary. No person other than the Club and the City shall have any rights whatsoever under this MOU.

15. Control Person. The Club shall notify the City within five (5) days if the Control Person for the Club ceases to be either Stuart Sternberg or Matthew Silverman. The City may terminate this MOU with five (5) days prior notice to the Club in the event that the Control Person for the Club ceases to be either Stuart Sternberg or Matthew Silverman. For purposes of this MOU, "Control Person" means the person designated by the Club and approved by MLB who is accountable to MLB for the Club's operation and its compliance with the rules of MLB and who is responsible for and empowered to make all Club decisions, including voting on behalf of the Club at MLB owners meetings.

16. City Approval. For purposes of this MOU, (i) any required written permission, consent, acceptance, approval, or agreement ("Approval") by the City means the Approval of the Mayor or his authorized designee, unless otherwise set forth in this MOU or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable laws; and (ii)

any right of the City to take any action permitted, allowed, or required by this MOU may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this MOU or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable laws.

17. Due Authority. Each party to this MOU represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida; (ii) this MOU is independently enforceable in accordance with its terms; and (iii) all appropriate authority exists so as to duly authorize the person executing this MOU to so execute the same and fully bind the party on whose behalf he or she is executing.

18. Governing Law and Venue. This MOU shall be governed by and construed in accordance with the laws of the State of Florida. Except as provided in Paragraph 7 of this MOU, (i) venue for any legal proceeding arising out of or related to this MOU shall be the Circuit Court for the Sixth Judicial Circuit, in and for Pinellas County, Florida, St. Petersburg Division; (ii) each party waives any defense, whether asserted by motion or pleading, that the aforementioned court is an improper or inconvenient venue; and (iii) the City and the Club consent to the personal jurisdiction of the aforementioned court and irrevocably waive any objections to said jurisdiction with respect to any legal proceeding arising out of or related to this MOU.

In Witness Whereof, the undersigned have executed this Memorandum of Understanding as of the day and year first above written.

CITY OF ST. PETERSBURG, FLORIDA

ATTEST:

By: _____
Richard Kriseman, Mayor

Chan Srinivasa, City Clerk

(seal)

TAMPA BAY RAYS BASEBALL, LTD.,
a Florida Limited Partnership
by 501SG, LLC
Its Manager General Partner

By: _____
Stuart Sternberg, Manager

Approved as to Content and Form

City Attorney (designee)
MOU January 2016

RESOLUTION NO. 2016-__

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA AND TAMPA BAY RAYS BASEBALL, LTD. (FORMERLY KNOWN AS TAMPA BAY DEVIL RAYS, LTD); AUTHORIZING THE CITY ATTORNEY'S OFFICE TO MAKE NON-SUBSTANTIVE CHANGES TO THE MEMORANDUM OF UNDERSTANDING; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE MEMORANDUM OF UNDERSTANDING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") and Tampa Bay Rays Baseball, Ltd. (formerly known as Tampa Bay Devil Rays, Ltd.) ("Club") entered into an Agreement for the Use, Management and Operation of the Domed Stadium in St. Petersburg Including the Provision of Major League Baseball on April 28, 1995 and such agreement has been amended from time to time; and

WHEREAS, the Club wishes to begin evaluating potential future stadium sites in Pinellas County, Florida ("Pinellas") and Hillsborough County, Florida ("Hillsborough") for the Tampa Bay Rays to play home games prior to the end of the Major League Baseball ("MLB") season occurring in the year 2027 ("2027 Season"); and

WHEREAS, the City wishes to retain the Tampa Bay Rays as a MLB franchise in the Tampa Bay region for the long term; and

WHEREAS, the City has agreed to allow the Club to engage in activities related to the evaluation of potential future stadium sites in Pinellas and Hillsborough only, subject to the terms and conditions set forth in the Memorandum of Understanding; and

WHEREAS, the Club has agreed to the terms and conditions set forth in the Memorandum of Understanding.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Memorandum of Understanding between the City of St. Petersburg, Florida, and Tampa Bay Rays Baseball, Ltd. (formerly known as Tampa Bay Devil Rays, Ltd.) is hereby approved.

BE IT FURTHER RESOLVED that the City Attorney's Office is authorized to make non-substantive changes to the Memorandum of Understanding to correct typographical errors and clarify provisions of the Memorandum of Understanding to conform to City Council's direction.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Memorandum of Understanding.

This Resolution shall become effective immediately upon its adoption.

Approved as to Form and Content:



City Attorney (Designee)
Jan 2016