

**AMENDMENT NO. 1 TO  
LICENSE AND OPERATING AGREEMENT WITH  
SUNCOAST AQUATIC NATURE CENTER ASSOCIATES, INC.  
CONTRACT NO. 2014-280**

This Amendment made and entered into upon execution by both parties by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "**County**" and **Suncoast Aquatic Nature Center Associates, Inc.**, hereinafter referred to as "**SANCA**." The County and SANCA each may be referred to herein as a "Party" and are collectively referred to as the "Parties"

**WITNESSETH**

**WHEREAS**, on March 19, 2014, the Board of County Commissioners approved Contract No. 2014-280 (the "Agreement") with SANCA for the purpose of the operation, maintenance, management and execution of special events at Nathan Benderson Park; and

**WHEREAS**, the County agreed in the contract to provide reimbursable contributions toward the net costs for staging events up to \$325,000 per fiscal year; and

**WHEREAS**, a large proportion of the events which took place in FY14 were implemented prior to April 15, 2014, the effective date of the Agreement; and

**WHEREAS**, it was the County's intention to provide funding for eligible events which took place in FY14 and to reimburse up to \$325,000 for SANCA's net cost of staging events in the Park; and

**WHEREAS**, the Agreement contemplates a cooperative working and financial relationship between the Parties, as they worked to further the common goal of developing a monetarily self-sustaining world class venue providing for nature, aquatic and special events; and

**WHEREAS**, in order for SANCA to pay for necessary expenses which fall outside the parameters of the current Agreement, the Agreement will be revised to allow SANCA to use revenue from events held in the park for bid fees, purchase of capital equipment for the Park, staff training specific to operation of the Park, community programming, improvements to the Park except capital improvements related to the 2017 World Rowing Championships, social media development and expenses related to maintenance of the Park in order to maintain and operate the venue at a world class level.

BOARD RECORDS  
FILED FOR THE RECORD  
2014 SEP 11 PM 51  
KAREN E. JAMES  
CLERK OF THE COUNTY COURT  
SARASOTA COUNTY, FL

**NOW THEREFORE**, the County and SANCA, in consideration of the mutual covenants contained herein, do agree to amend the Agreement as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. Section 2.4.3 of the Agreement is deleted and replaced with the following:

2.4.3. In addition, the County will reimburse SANCA up to \$325,000 per fiscal year including all eligible events implemented beginning October 1, 2013, for costs associated with staging events in the Park which meet the criteria in Section 1.3 above. The total revenues received by SANCA for each event for which County reimbursement is provided shall be documented.

2.4.3.1. Eligible uses for these revenues include, bid fees not paid by Visit Sarasota County, purchase of capital equipment for the park, staff training specific to operation of the park, community programming, improvements to the Park except capital improvements related to the 2017 World Rowing Championships, event bids, social media development and expenses related to the maintenance of the Park. Entertainment, travel and alcoholic beverage costs are not eligible for reimbursement.

2.4.3.2. The determination of specific costs that are considered reimbursable is at the sole discretion of the County. SANCA may request clarification of whether an expense is reimbursable from the County prior to purchase.

3. Except as modified herein, all other terms, covenants, and conditions of the Agreement shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the parties have executed this Amendment under seal as of the date set forth below.

ATTEST:

"County"

KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners, Sarasota County, Florida

SARASOTA COUNTY, a political subdivision of the State of Florida

By: 

Deputy Clerk

By the:  
BOARD OF COUNTY  
COMMISSIONERS OF SARASOTA  
COUNTY, FLORIDA

BY: 

CHAIRMAN

DATE: 09/09/2014

Approved as to form and correctness:

BY: 

COUNTY ATTORNEY TRW

Signed, sealed and delivered  
in the presence of:

SUNCOAST AQUATIC NATURE CENTER  
ASSOCIATES, INC. a Florida not-for-profit  
corporation



Print Name: Lisa Brunner

By: 

Print Name: BLACKETTER, PAUL A.  
As: President

Date: 3 SEPT 2014

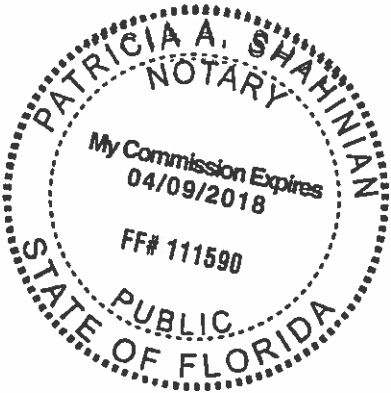


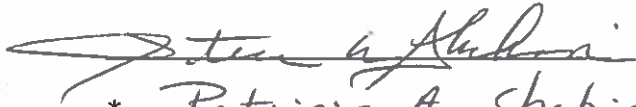
Print Name: KAY STAHL

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 3rd day of Sept, 2014  
by Paul Blacketter as President of SUNCOAST AQUATIC NATURE CENTER  
ASSOCIATES, INC., a Florida not-for-profit corporation, on behalf of the company. He is  
personally known to me or has produced FL DL B423681662940 as  
identification and did  
Not take an oath.

(NOTARIAL SEAL)



  
\* Patricia A. Shahinian

(\*Print Name of Notary Public)  
Notary Public - State of Florida  
My commission expires  
Commission Number