

**AMENDMENT NO. 2 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**, Nathan Benderson Park (the "Park") has been designed and constructed as a world class venue for a number of active and passive recreational activities, including the advancement of rowing and paddle sports on an amateur, high school, collegiate, national, and international scale, and which exhibits great opportunity for economic impact to our community; and

**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 and management of the Park; and

**WHEREAS**, on September 9, 2014, the Board of County Commissioners ("Board") approved Amendment No. 1 to the Agreement, to amend provisions related to reimbursement of expenses; and

**WHEREAS**, the County agreed in the contract to provide reimbursable contributions toward the cost for maintaining the Park up to \$200,000 per fiscal year; and

**WHEREAS**, the Park has unique characteristics, maintenance needs, and maintenance tasks that must be addressed in order to keep the Park well-maintained and safe for public use; and

**WHEREAS**, SANCA has been maintaining Nathan Benderson Park since assuming operations of the Park; and

**WHEREAS**, maintenance of the Park has proven to be more costly than anticipated; and

**WHEREAS**, in order to continue to maintain the Park at a standard befitting of a world class venue, additional funding is required for maintenance of the Park; and

**WHEREAS**, on July 14, 2015, the Board approved a request by SANCA for increased maintenance funding in the amount of \$54,500 for Fiscal Year 2016 for the Park; and

**WHEREAS**, the Parties wish to further amend the Agreement to revise certain invoicing and reporting requirements, to clarify standards regarding conduct, signage, promotions and naming rights and to provide additional funding for maintenance.

**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 1 – **LICENSED PREMISES; USE AND OPERATIONS** is hereby amended by adding the following:

1.19. Signage – All signs placed within Nathan Benderson Park must comply with the Sarasota County Zoning Regulations and must be approved in advance by the Parks, Recreation and Natural Resources Director (“Parks Director”) with sign off by Director of Communications or designee, as Park Signs under Section 7.4.11 of the Zoning Regulations. For purposes of this section the Director of Parks, Recreation and Natural Resources shall be deemed the Parks Director.

- 1.19.1. All requests for permanent and semi-permanent Park Signs and Banners shall be submitted for approval in sufficient time to allow for review by the Parks and Communications Directors, but in no case shall the County have less than 30 days from the proposed installation date of the sign to review the requested sign.
- 1.19.2. Permanent and semi-permanent signs include, but are not limited to, Park building signs, including naming rights signs, monument signs, rules and regulations, sponsorships, advertising, entrance and wayfinding signs.
- 1.19.3. All requests for Park Signs shall be submitted using the form required by the County which may be obtained from the Parks Director. At a minimum the request shall include an artist’s rendering, detailed specifications, type of installation and lighting (if any) and proposed location in the context of existing signage and proposed wording.
- 1.19.4. The Parks Director may remove, or require SANCA to remove, any signs that: (i) have not been approved in accordance with this section, (ii) which have become unsafe, or (iii) do not otherwise comply with County ordinances, as they may be amended from time to time. Failure to remove the sign or obtain approval for the sign within 30 days of written notice of the Parks Director shall constitute a breach.
- 1.19.5. All permanent signage for the Park shall include the approved Sarasota County logo in a prominent location. The County-approved Nathan Benderson Park logo may also be included. No other logo shall be included on any permanent Park signage unless approved as part of a naming rights agreement.
- 1.19.6. All existing signs as of the date of this Amendment will be brought into compliance with this Amendment or removed no later than September 30, 2016.
- 1.19.7. Temporary signs and banners are those which are displayed for no more than 30 days and conform to preapproved templates and guidelines agreed upon by both SANCA and Sarasota County.

3. Section 2 – **TERM OF THE AGREEMENT; REVENUES; PAYMENTS** is hereby amended by replacing in their entirety Sections 2.4.1 and 2.4.2 with the following:

2.4.1. The County will reimburse SANCA up to \$200,000 per fiscal year for the costs of grounds maintenance of the Park. The pro-rated amount for FY14 reimbursement is up to \$125,000. Invoices may be submitted monthly but not less frequently than quarterly and must include sufficient documentation and detail including but not limited to names of vendors, dates of service and itemized breakdown of services and/or other charges as necessary to support reimbursement of SANCA's requested invoice amount. Beginning October 1, 2015, the amount of reimbursement for the costs of grounds maintenance of the Park will be \$254,500 per fiscal year.

2.4.2. In addition the County will reimburse SANCA for actual personnel expenses up to \$91,439 for FY14 for the cost of employee salaries and benefits. For FY15, the County will reimburse SANCA for actual personnel expenses up to \$213,722 (FY15 annual base amount). Invoices may be submitted monthly but not less frequently than quarterly and must include name and job title of each employee and sufficient documentation of payroll expenditures to support reimbursement of SANCA's requested amount.

4. Section 6 – **FINANCIAL RESPONSIBILITY** is hereby amended by replacing this Section in its entirety with the following:

Subject to the County's commitments set forth in Section 2.4, above, SANCA shall be responsible for the payment of routine operations including but not limited to: all public utilities and services utilized by the Park (water, sewer, garbage, recycling, electricity), security, repairs, janitorial, landscaping, turf maintenance, cost of programming and operational staff, supplies, program equipment, marketing and promotional costs, office equipment, safety equipment and staff, insurance, course repairs or adjustments, and miscellaneous supplies for the Park.

5. Section 10 – **TOWERS; ELECTRONIC ADVERTISING; AND NAMING RIGHTS** is hereby amended by replacing in its entirety Section 10.2 with the following:

10.2 Naming Rights. Naming rights shall be in accordance with applicable Sarasota County Ordinances and shall be subject to final approval by the County. The name of the Park shall remain "Nathan Benderson Park". All benefit from naming rights shall be retained by and belong to SANCA to be used exclusively for the benefit of the Park.

6. Section 11 – **PROMOTION AND TOURISM** is hereby amended by replacing in its entirety Section 11.2 with the following:

11.2 SANCA and County Cooperation in Promotion of the Park. During the Term, at all times, the County and SANCA shall collaborate with respect to promotions of the Park for all lawful purposes, including all events conducted thereon or therein, except as expressly provided

herein. Subject to the requirements of this Agreement, SANCA may use commercially reasonable efforts to market the Park actively during the Term. SANCA shall be entitled to retain all "promoter" fees, if any, in connection with any revenue-generating events at the Park, except for County-sponsored events as provided in Section 1.14 (unless SANCA and County expressly agree otherwise).

- 11.2.1. All promotional materials for the Park shall include the Park logo in a prominent location. The Sarasota County logo may also be included. SANCA shall not use the Park logo unless specifically authorized by the County. Such authorization may be withheld at the County's sole discretion.
- 11.2.2. The location of all events at the Park shall be solely identified as Sarasota County unless agreed to otherwise by the County Parks Director.
- 11.2.3. On or before June 1, 2016, SANCA and Sarasota County shall develop a brand standards guide. Upon approval, SANCA shall require all event organizers to develop event promotional materials in accordance with provisions of the brand standards guide.

7. Section 12 – **OPERATIONS AND MAINTENANCE; ANNUAL REPORTS** is hereby amended to replace Section 12.1 and Section 12.4 in their entirety with the following:

- 12.1 Park Operations. Except as to County events as provided in Section 1.14, SANCA shall be solely responsible for payment of all operating expenses and routine maintenance and repairs of the Park during the Term. SANCA shall operate the Park on a daily basis in a safe, clean, attractive, and first class manner and shall provide EMS, traffic control, and security as needed or required by the appropriate agencies for SANCA-sponsored events or third-party events conducted at the Park pursuant to an agreement with SANCA. The County shall be responsible to provide such on-site EMS, traffic control and security for County-sponsored events or as otherwise required by the safety plan approved by the County as provided in Section 1.9.
- 12.4 Annual Report, Business Plan and Financial Report. On or before February 28 of each year, SANCA shall provide to the County an annual report, business plan and a financial report in a format provided by the County covering the previous fiscal year ending September 30<sup>th</sup>. The annual report and business plan shall include, but is not limited to, attendance numbers and net cost of events, economic impact, and amount of sales tax and hotel room nights as verified by Visit Sarasota County for each event and total for the fiscal year. The annual report and business plan shall also include an audited report as to the projected revenues and expenses compared to the actual revenues and expenses for the previous fiscal year ending September 30<sup>th</sup> as well as projected preliminary organizational

revenues and expenditures and a fundraising plan to be conducted by SANCA and its Board for operational expenses. The financial report shall be comprised of all financial statements relating to the Park. Such financial statements shall be prepared in accordance with Generally Accepted Accounting Principles and audited by an independent audit firm. Pursuant to Section 2.4.6, SANCA shall also include any funding request changes for the next fiscal year beginning the following October 1<sup>st</sup>.

8. Section 22 – **ADDITIONAL AGREEMENTS** is hereby amended to replace Section 22.2 in its entirety with the following:

- 22.2 Notwithstanding any authority otherwise delegated by the Board to the County Administrator, the County Administrator is also authorized to approve:
- (i) amendments to this Agreement to address operational and management issues;
  - (ii) grant applications and event bids; and
  - (iii) amendments to this Agreement in any dollar amount provided funding for such amendment(s) has been approved by the Board and identified as a line item in the final annual budget.

9. Section 27 – **MISCELLANEOUS** is hereby amended by adding Section 27.14:

27.14 Organizational / Operational Changes. SANCA's unique role operating the Park on behalf of the County creates a County interest in operational factors as well as financial management, policies and procedures, staffing and organizational effectiveness of SANCA. SANCA will inform the County of all significant organizational or operational changes or issues at SANCA, including staffing, budget and policies and procedures. .

27.15 The personnel assigned by SANCA to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. SANCA shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to key personnel, including the President/Chief Executive Officer and the Chief Financial Officer, must receive the County's Administrator's written approval before said changes or selections can become effective.

27.16. Conduct. SANCA agrees that all of its officers, employees and representatives shall conduct themselves in a professional manner and shall communicate with County employees and members of the public in a civil manner whenever in the Park or conducting Park

business. All aspects of SANCA's performance, including complaints received from the public, may impact the County's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

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

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

ATTEST:

"County"

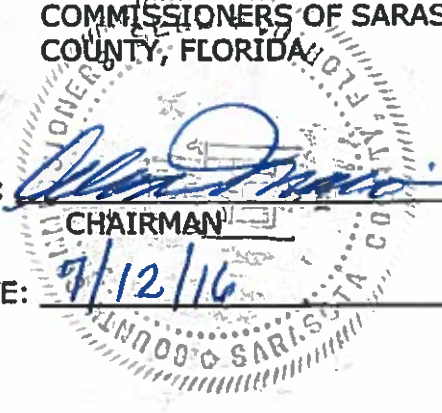
KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners, Sarasota County, Florida

SARASOTA COUNTY, a political subdivision of the State of Florida

By: Charles Holmery  
Deputy Clerk

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

BY: [Signature]  
CHAIRMAN  
DATE: 7/12/16



Approved as to form and correctness:

BY: [Signature]  
COUNTY ATTORNEY TRW

Signed, sealed and delivered  
in the presence of:

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

Cheryl L. Owen

Print Name: Cheryl L. Owen

By: P. A.

Print Name: BLACKETTER, PAUL A.  
As: President

Date: 14 JUNE 2016

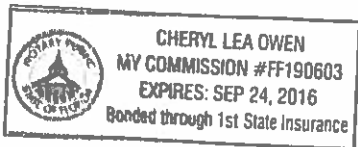
Heidi Kulek

Print Name: Heidi Kulek

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of June,  
2016 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 \_\_\_\_\_ as  
identification and did  
Not take an oath.

(NOTARIAL SEAL)



Cheryl L. Owen  
\* Heidi Kulek <sup>650</sup> FF190603  
(\*Print Name of Notary Public)  
Notary Public - State of Florida  
My commission expires  
Commission Number