

**FOLLOW-UP OF  
CONTRACT NO. 2013-488 REIMBURSEMENT  
AGREEMENT FOR FUNDING OF 2017  
WORLD ROWING CHAMPIONSHIP EVENT  
July 2017**

*Original audit report issued May 2016*

**Karen E. Rushing**  
Clerk of the Circuit Court and County Comptroller  
Office of the Inspector General  
Sarasota County, Florida



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## AUDIT SERVICES

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## EXECUTIVE SUMMARY

## ORIGINAL AUDIT ISSUES AND STATUS

As part of the Annual Audit Plan, the Clerk of Circuit Court and County Comptroller's *Internal Audit Department and Office of the Inspector General* conducted a follow-up audit of Contract No. 2013-488 Reimbursement Agreement for Funding of 2017 World Rowing Championships Event.

- Follow-up audits have a scope limited to the observations reported in the original audit report and subsequent corrective actions taken by responsible management.
- Reviewed any policies and procedures updated since the original audit.
- Discussed with management the steps taken to address the original audit's Opportunities for Improvement.
- Each area relating to an Opportunity for Improvement from the original audit was reviewed in order to ensure that they have been appropriately addressed.
- This report will conclude the follow-up process as it pertains to Contract No. 2013-488.

### ***Open/Partially Complete***

- Reports to validate parity of funding not submitted in a timely manner.

### ***Closed***

- Valid reimbursable cost payments were made to an entity other than SANCA.
- Non-compliance with updated policies and procedures regarding reimbursement requests from SANCA.



## SUMMARY AND RESULTS

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### ***Background***

The purpose of the May 2016 Audit of Contract No. 2013-488 Reimbursement Agreement for Funding of 2017 World Rowing Championships Event was to ensure effective administration of the contract.

The original audit report concluded that:

- Valid Reimbursable costs were made to an entity other than SANCA.
- There were a lack of defined procedures to determine timeliness of reimbursements and for notification of any disputed amounts.
- There was a lack of documentation to support parity of funding by the counties.

### ***Objectives***

The objectives of this follow-up audit were to evaluate the observations reported on the Contract No. 2013-488 Reimbursement Agreement for Funding of 2017 World Rowing Championship Event audit report, dated May 2016 and subsequent corrective actions taken by responsible management. This was achieved by providing independent, objective analysis as well as reasonable assurance that the previous concerns have been addressed and appropriate corrective measures implemented.

To meet the objectives of the follow-up audit, the following procedures were performed:

- Reviewed all updated policies and procedures.
- Reviewed all reimbursement requests submitted by SANCA for fiscal years 2016 and 2017, through March.
- Reviewed the parity of funding reports for fiscal years 2016 and 2017, as of March.

## **Overall Results**

Based on the results of our follow-up audit procedures, Parks, Recreation, and Natural Resources (PRNR) has addressed portions of the previous concerns but has not implemented sufficient corrective action on one of the conditions identified in the original audit report.

### **Open/Partially Completed Conditions and Pending Corrective Action\***

3. Lack of documentation to support parity of funding by the counties

### **Closed Conditions and Follow-Up Results\***

1. Valid Reimbursable costs were made to an entity other than SANCA.
2. Lack of defined procedures to determine timeliness of reimbursements and for notification of any disputed amounts.

*\*The conditions above are categorized by the current status and are numbered to correlate with the original audit report's Opportunities for Improvement.*

Although one *Opportunity for Improvement* remains Open/Partially Completed, this concludes the follow-up audit process as it relates to Contract No. 2013-488 Reimbursement Agreement for Funding of 2017 World Rowing Championships Event.



## OPEN/PARTIALLY COMPLETED CONDITION AND PENDING CORRECTIVE ACTION

One of the three conditions identified in the original report is currently open but partially completed and continues to require management attention.

### **3. Lack of documentation to support parity of funding by the counties**

#### **Current Status, Follow-Up Audit dated July 2017:**

PRNR instructed SANCA in writing that starting in fiscal year 2017 parity reports are to be submitted on a monthly basis. All reports are due on the 10<sup>th</sup> of the following month. The parity reports for October and November were not received until February 1, 2017. The reports were reviewed and it was determined that Sarasota and Manatee Counties were funding the agreement equally, as of November 2016.

As of April of 2017, the December, January, and February reports should have been available for review. Internal audit was informed that the parity reports for these months had not been received.

Although it appears that PRNR has taken steps to ensure that there is a parity in funding between Sarasota and Manatee counties, the report showing this information is not received in a timely manner.

#### **Original Audit Observation, Report dated May 2016:**

- Per Section 2.F, “In order to assure parity of funding by the Counties on a 50-50 basis, SANCA shall include in the periodic reports provided pursuant to Section 3.F., hereof, a summary of the respective amounts paid to the date thereof by each County. In the event that a report shows disparity between the amounts paid by each County as of the report date that exceeds \$5,000, SANCA shall adjust its requests for reimbursement to each of the Counties to eliminate such disparity.”
- Per Section 3.F, “SANCA shall hold quarterly meetings with the County Representatives to provide updates including monthly financial statements on the progress of planning and conducting the Event.”

Documentation was not available to evidence that the County had obtained monthly financial statements. Documentation was not available to support that the County was monitoring the parity of funding.

**Original Recommendations, Report dated May 2016:**

To ensure compliance with the Agreement related to parity of funding, the County should obtain, review and monitor the monthly financial statements.

**Management Action Plan:**

Amendment One to the Reimbursement Agreement for the World Rowing Championships was executed on July 11, 2017 amending the requirement for monthly parity to regular reports. We recognize that official parity reports have not been provided as prescribed in the original agreement however the County received additional reports after parity was reconciled for FY2016.

FY2017 Reports were received:

- for October 2016, received 1/31/17
- for November 2016, received 1/31/17
- for March 2017, received 4/11/17
- for April 2017, received 6/27/17
- for June 2017, received 7/10/17

(With FY2016 travel resubmittals and the other non-reimbursed items, Parity Reports to Sarasota County records are not yet reconciled)

Sarasota and Manatee County staff is in continual communication. Overall parity for the World Rowing Championships is being monitored and final parity will be ensured at the conclusion of the Championships.



## CLOSED CONDITIONS AND FOLLOW-UP RESULT

### 1. Valid Reimbursable Costs were made to an entity other than SANCA.

#### **Current Status, Follow-Up Audit dated July 2017:**

All reimbursements related to the 2017 World Rowing Championships Event made by the County to SANCA for fiscal years 2016 and 2017 through March, were reviewed. These reimbursements totaled \$182,566 for 2016 and \$255,123 for 2017, through March.

During the review it was noted that all reimbursements were paid directly to SANCA via Electronic Funds Transfer (EFT).

#### **Original Audit Observation, Report dated May 2016:**

- Per the Agreement (Section 2.B), “Sarasota County and Manatee County shall reimburse SANCA for only such Reimbursable Costs as are validly incurred in accordance with the requirements of the Agreement.”
- Per the Agreement (Section 2.C), “In order to receive reimbursement from Sarasota County, SANCA shall provide Sarasota County with a written request for fifty percent (50%) of the cost to be submitted to Sarasota County, together with:
  1. Written invoices and proofs of payment (a copy of each invoice and a copy of the front and back of each cancelled check or evidence of completed wire transfer),
  2. Documentation acceptable to Sarasota County reasonably necessary to identify the Reimbursable Costs incurred and funded by SANCA (including without limitation the corresponding line item in the Project Budget), and
  3. A copy of the written request to be submitted to Manatee County for a like amount of reimbursement.”

Review of all reimbursements for Fiscal Years 2013, 2014, and 2015 totaling \$380,080.08 disclosed that \$97,378.56 was reimbursed to an entity other than SANCA. The reimbursements were for valid costs according to the terms of the Agreement; however, the reimbursements were not made to SANCA as required by the Agreement. Additionally, the supporting documentation submitted by the other entity did not include proof of payment (a copy of the front and back of each cancelled check or evidence of completed wire transfer), nor did it include a copy of the written request submitted to Manatee County for a like amount of reimbursement.



Issuing reimbursements to a party other than SANCA greatly diminishes the ability of the County to ensure compliance and monitor all provisions of the Agreement specifically related to parity of funding and proof of payment.

**Original Recommendations, Report dated May 2016:**

If it is the desired practice of the County to allow an entity other than SANCA to be reimbursed for expenditures related to the agreement, the County should require other entities to submit all related expenditures to SANCA for review and approval prior to submission to the County for reimbursement. Included within the reimbursement packet should be the review and approval information. Also, SANCA should develop a set of written procedures to document the review and approval of all submitted expenditures from other entities.

## **2. Lack of defined procedures to determine timeliness of reimbursements and for notification of any disputed amounts**

### **Current Status, Follow-Up Audit dated July 2017:**

Reimbursements related to the World Rowing Championship are submitted directly to The Office of Financial Management where they are reviewed. Once reviewed, a “Payment Request” is filled out and submitted to PRNR for approval.

All reimbursements for fiscal years 2016 and 2017 through March were reviewed. It was observed that all reimbursements were appropriately reviewed and approved by the County.

It was noted during the review that policies and procedures for resolving disputed amounts were not established. Management stated in the response to the original audit they did not feel procedures for resolving disputed amounts was necessary. As of the date of the audit, management stated that there have been no disputed amounts that have required any sort of resolution.

### **Original Audit Observation, Report dated May 2016:**

Per the Agreement (Section 2.D), “Each of Manatee County and Sarasota County shall,

- Within ten (10) business days of receipt, review the invoice and either approve the invoice for payment or request from SANCA additional information.
- If the invoice is approved for payment, Manatee County and Sarasota County, as the case may be, shall remit payment to SANCA within forty-five (45) days of the date of the original submittal in accordance with the Local Government Prompt Payment Act (Section 218.70, F.S., et. seq.).
- If any amount in the request is disputed by Sarasota County or Manatee County, such County shall, as soon as practicable, notify SANCA and the other County, and make partial payment of the amount which is not in dispute pursuant to this paragraph.
- The County Representatives of Manatee County, Sarasota County and SANCA shall meet within seven (7) business days of the County notification to attempt to resolve any disputed amount.”

There are no procedures for notification by the County to Manatee County and SANCA of any disputed amounts. Additionally, there are no procedures to initiate a meeting of the three parties to resolve any disputed amounts within seven (7) business days of either county’s notification, should that occur.

### **Original Recommendations, Report dated May 201:**

To ensure compliance with the Agreement, the County should develop procedures to timely communicate disputed amounts with Manatee County and SANCA. Additionally, the County should work with Manatee County and SANCA to develop procedures to timely initiate a meeting to resolve disputed amounts.





## APPENDIX A

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Following is the original *Audit of Contract No. 2013-488 Reimbursement Agreement for Funding of 2017 World Rowing Championships Event* dated May 2016.

**AUDIT OF CONTRACT NO. 2013-488  
REIMBURSEMENT AGREEMENT FOR  
FUNDING OF 2017 WORLD ROWING  
CHAMPIONSHIPS EVENT**

*May 2016*

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**Karen E. Rushing**  
Clerk of the Circuit Court and County Comptroller  
Office of the Inspector General  
Sarasota County, Florida



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## AUDIT SERVICES

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Director of Internal Audit and Inspector General

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## EXECUTIVE SUMMARY

## OPPORTUNITIES FOR IMPROVEMENT

- As part of the Annual Audit Plan, the Clerk of the Circuit Court and County Comptroller's *Internal Audit Department and Office of the Inspector General* conducted an independent audit of the Board of County Commissioner's **Contract No. 2013-488 Reimbursement Agreement for Funding of 2017 World Rowing Championships Event** (Agreement).
- The Agreement was reviewed to gain an understanding of the requirements.
- Compliance with provisions of the Agreement was tested by reviewing supporting documentation and interviewing responsible individuals.
- Compliance was observed with certain provisions of the Agreement, while opportunities for improvement were identified.

### **Financial**

- Reimbursements for valid costs were made to an entity other than SANCA.
- Insufficient documentation to support procedures for notification to SANCA and Manatee County of any disputed amounts included in reimbursement requests.

### **Internal Control – Oversight/Monitoring**

- Documentation was not available to support parity of Funding by Counties.



## BACKGROUND AND OBJECTIVES

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The Clerk of the Circuit Court and County Comptroller's *Internal Audit Department and Office of the Inspector General* has completed an audit of **Contract No. 2013-488 Reimbursement Agreement for Funding of 2017 World Rowing Championships Event** (Agreement). The audit was planned and conducted in conformance with the *International Standards for the Professional Practice of Internal Auditing (Standards)*. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives. The purpose of the audit was to determine compliance with the terms of the contract.

### ***Background***

Sarasota County owns approximately 600 acres of real property, known as the Nathan Benderson Park (NBP), which includes 366 acres of fresh water lakes. On July 14, 2010, the Board of County Commissioners of Sarasota County (BCC) approved a master park development plan that intended to develop NBP as a world class rowing facility while also incorporating a community rowing program and functioning as a community park. On January 1, 2011, the BCC approved an agreement between the County and eight construction companies to implement the master park development plan.

Sarasota County entered into a license and operating agreement (Agreement) with Suncoast Aquatic Nature Center Associates, Inc. (SANCA), a Florida not-for-profit organization, effective April 15, 2014. The Agreement provides the foundation for a cooperative working and financial relationship between the County and SANCA as they move toward the common goal of developing a monetarily self-sustaining world class venue to benefit tourism and promote economic development. (Compliance with the terms of that contract is the objective of a separate audit and can be found on the Clerk's website at [www.SarasotaClerk.com/Comptroller Services/Internal Audit](http://www.SarasotaClerk.com/ComptrollerServices/InternalAudit).)

To that end, application was made to the International Federation of Rowing Associations (FISA) to host an upcoming World Rowing Championship Event. NBP was selected to host the 2017

World Rowing Championships marking the first time in more than 20 years the event will be held in the United States.

To ensure adequate resources to host a successful event, Sarasota County, Manatee County, and SANCA entered into a Reimbursement Agreement for Funding of the 2017 World Rowing Championship Event. Sarasota County and Manatee County have each authorized the contribution of cash to the Event in the combined maximum amount of \$5,564,000. Sarasota County and Manatee County shall each reimburse SANCA for Reimbursable Costs paid by SANCA for the Event subject to the provisions of the agreement.

### ***Objectives***

The objective of this audit was to determine that policies and procedures are in place and documentation was available to support the effective and efficient administration of Contract No. 2013-488 Reimbursement Agreement for Funding of 2017 World Rowing Championship Event. The scope of the audit included the time period August 27, 2013, through September 30, 2015.

To meet the objectives of the audit, procedures performed included, but were not limited to the following:

- Obtained an understanding of the Agreement.
- Performed inquiries of responsible personnel.
- Evaluated documentation for compliance with provisions of the Agreement.
- Identified opportunities for improvement.





## OPPORTUNITIES FOR IMPROVEMENT

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The audit disclosed certain practices that could be improved. The audit was neither designed nor intended to be a detailed study of every relevant system, procedure, or transaction. Accordingly, the **Opportunities for Improvement** presented in this report may not be all-inclusive of areas where improvement may be needed. Three (3) observations and recommendations included in this report are related to the following *Standards*:

- (Standard 2110) Ensuring effective organizational performance management and accountability,
- (Standard 2120.A1) Effectiveness and efficiency of operations and programs, and
- (Standard 2130.A1) Effectiveness of controls, particularly compliance with laws, regulations, and contracts.

To assist in understanding the context of the opportunities for improvement in relation to the contract, Contract No. 2013-488 (Agreement) is included in the report as Appendix A. Additionally, each observation references specific terms of the contract.

- 1. Valid Reimbursable Costs were made to an entity other than SANCA.**
- 2. Lack of defined procedures to determine timeliness of reimbursements and for notification of any disputed amounts.**
- 3. Lack of documentation to support parity of funding by the counties.**

## **1. Valid Reimbursable Costs were made to an entity other than SANCA**

### **Observation**

- Per the Agreement (Section 2.B), “Sarasota County and Manatee County shall reimburse SANCA for only such Reimbursable Costs as are validly incurred in accordance with the requirements of the Agreement.”
  
- Per the Agreement (Section 2.C), “In order to receive reimbursement from Sarasota County, SANCA shall provide Sarasota County with a written request for fifty percent (50%) of the cost to be submitted to Sarasota County, together with:
  - (1) Written invoices and proofs of payment (a copy of each invoice and a copy of the front and back of each cancelled check or evidence of completed wire transfer),
  - (2) Documentation acceptable to Sarasota County reasonably necessary to identify the Reimbursable Costs incurred and funded by SANCA (including without limitation the corresponding line item in the Project Budget), and
  - (3) A copy of the written request to be submitted to Manatee County for a like amount of reimbursement.”

Review of all reimbursements for Fiscal Years 2013, 2014, and 2015 totaling \$380,080.08 disclosed that \$97,378.56 was reimbursed to an entity other than SANCA. The reimbursements were for valid costs according to the terms of the Agreement; however, the reimbursements were not made to SANCA as required by the Agreement. Additionally, the supporting documentation submitted by the other entity did not include proof of payment (a copy of the front and back of each cancelled check or evidence of completed wire transfer), nor did it include a copy of the written request submitted to Manatee County for a like amount of reimbursement.

Issuing reimbursements to a party other than SANCA greatly diminishes the ability of the County to ensure compliance and monitor all provisions of the Agreement specifically related to parity of funding and proof of payment.

### **Recommendation**

If it is the desired practice of the County to allow an entity other than SANCA to be reimbursed for expenditures related to the agreement, the County should require other entities to submit all related expenditures to SANCA for review and approval prior to submission to the County for reimbursement. Included within the reimbursement packet should be the review and approval information. Also, SANCA should develop a set of written procedures to document the review and approval of all submitted expenditures from other entities.

**Management Response**

Thank you for verifying that all reimbursements were for valid expenses. The reimbursements paid to SANCA for commercial rights and event hosting fees were initially placed in the Visit Sarasota County (VSC) budget which was approved by the Board of County Commissioners. VSC reimbursed SANCA upon proof of payment. Going forward, all reimbursements will be paid by the County directly to SANCA.

## **2. Lack of defined procedures to determine timeliness of reimbursements and for notification of any disputed amounts**

### **Observation**

Per the Agreement (Section 2.D), “Each of Manatee County and Sarasota County shall,

- Within ten (10) business days of receipt, review the invoice and either approve the invoice for payment or request from SANCA additional information.
- If the invoice is approved for payment, Manatee County and Sarasota County, as the case may be, shall remit payment to SANCA within forty-five (45) days of the date of the original submittal in accordance with the Local Government Prompt Payment Act (Section 218.70, F.S., et. seq.).
- If any amount in the request is disputed by Sarasota County or Manatee County, such County shall, as soon as practicable, notify SANCA and the other County, and make partial payment of the amount which is not in dispute pursuant to this paragraph.
- The County Representatives of Manatee County, Sarasota County and SANCA shall meet within seven (7) business days of the County notification to attempt to resolve any disputed amount.”

There are no procedures for notification by the County to Manatee County and SANCA of any disputed amounts. Additionally, there are no procedures to initiate a meeting of the three parties to resolve any disputed amounts within seven (7) business days of either county’s notification, should that occur.

### **Recommendation**

To ensure compliance with the Agreement, the County should develop procedures to timely communicate disputed amounts with Manatee County and SANCA. Additionally, the County should work with Manatee County and SANCA to develop procedures to timely initiate a meeting to resolve disputed amounts.

### **Management Response**

All requests for reimbursements are sent electronically by SANCA to Sarasota County Parks, Recreation & Natural Resources (PRNR) staff. Staff can provide a print out of the emails with dates the reimbursements requests were received and provide the timeline from receipt of the request for reimbursement to issuance of the check. However, PRNR has updated their procedures to print out and date-stamp all requests for reimbursements when received electronically.

The Reimbursement Agreement authorizes the appointed representatives of the Counties to oversee the process related to approval of expenses and reimbursements. To date, there have been no disputed amounts and any questions or concerns have been settled quickly. Manatee and Sarasota Counties representatives are comfortable that the Reimbursement Agreement provides sufficient direction on disputes. Further, there is a concern that creating a prescribed procedure may inhibit the ability to quickly resolve items.

### **3. Lack of documentation to support parity of funding by the counties**

#### **Observation**

- Per Section 2.F, “In order to assure parity of funding by the Counties on a 50-50 basis, SANCA shall include in the periodic reports provided pursuant to Section 3.F., hereof, a summary of the respective amounts paid to the date thereof by each County. In the event that a report shows disparity between the amounts paid by each County as of the report date that exceeds \$5,000, SANCA shall adjust its requests for reimbursement to each of the Counties to eliminate such disparity.”
- Per Section 3.F, “SANCA shall hold quarterly meetings with the County Representatives to provide updates including monthly financial statements on the progress of planning and conducting the Event.”

Documentation was not available to evidence that the County had obtained monthly financial statements. Documentation was not available to support that the County was monitoring the parity of funding.

#### **Recommendation**

To ensure compliance with the Agreement related to parity of funding, the County should obtain, review and monitor the monthly financial statements.

#### **Management Response**

Management agrees that parity reports were not been provided by SANCA in a timely manner. Please note that SANCA has now provided parity reports through FY15 and Quarters 1 and 2 of FY16. The current difference in contribution between the counties is \$3,484.20, less than the \$5,000 maximum allowed by the Reimbursement Agreement. From August 2013 through March 2016, reimbursements paid by Sarasota County to SANCA represent 11% of the total \$2.78 million pledged in the Reimbursement Agreement. The Reimbursement Agreement also provides for a true-up of parity between the Counties at the conclusion of the event and closing out of expenses.

Going forward, SANCA has been instructed in writing to provide quarterly parity reports to Sarasota and Manatee Counties through FY16. Beginning in FY17, parity reports are to be provided on a monthly basis. All reports are due on the 10<sup>th</sup> of the month following the end of the quarter/month they are due.





## APPENDIX A

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### **Contract No. 2013-488 Reimbursement for Funding of 2017 World Rowing Championship Event (Agreement)**

**REIMBURSEMENT AGREEMENT FOR  
FUNDING OF  
2017 WORLD ROWING CHAMPIONSHIPS EVENT**

**THIS REIMBURSEMENT AGREEMENT** (“Agreement”), is made and entered into as of 9/4/2013, by and among Manatee County, a political subdivision of the State of Florida (hereinafter “Manatee County”), Sarasota County, a political subdivision of the State of Florida (hereinafter “Sarasota County” and, collectively with Manatee County, “Counties”, or individually, a “County”) and Suncoast Aquatic Nature Center Associates, Inc., a Florida non-profit corporation (hereinafter, “SANCA”).

**WITNESSETH**

**WHEREAS**, Section 125.0104(5)(a)2, Florida Statutes, authorizes the expenditure of tourist development tax revenues to promote and advertise tourism in the State of Florida, nationally and internationally, as well as for an activity, service, venue or event which has, as one of its main purposes, the attraction of tourists; and

**WHEREAS**, Sarasota County contracts with the Sarasota Convention and Visitors Bureau, Inc. d/b/a Visit Sarasota County to promote travel and tourism to, and events in, Sarasota County, through among other things, the use of proceeds of Sarasota County’s tourist development tax in the manner contemplated in Section 125.0104, *Florida Statutes* (the “Act”), and other legally available funds of Sarasota County; and

**WHEREAS**, Manatee County has established a Bradenton Area Convention and Visitors Bureau for Manatee County to promote travel and tourism to, and events in, Manatee County, through among other things, the use of proceeds of Manatee County’s tourist development tax in the manner contemplated in the Act, and other legally available funds of Manatee County; and

**WHEREAS**, SANCA has submitted an application (the “Application”) to Fédération Internationale Des Sociétés D’Aviron, a company incorporated under the laws of Switzerland (hereinafter “FISA”) to host the 2017 World Rowing Championships Event (the “Event”) at Nathan Benderson Park located in Sarasota County, and, if such application is selected by FISA, to plan, host and stage the Event; and

**WHEREAS**, Sarasota County, as the owner of Nathan Benderson Park, has entered into, or intends to enter into, an agreement with SANCA for the long-term operation of Nathan Benderson Park; and

**WHEREAS**, the Event shall have as one of its main purposes the attraction of tourists to Sarasota County and Manatee County, as evidenced by the promotion of the Event to tourists within the meaning of the Act, such that it is in the best interest of Sarasota County and Manatee County, and serves the mission of their respective Convention and Visitors Bureaus, to fund a portion of the costs of applying for, and hosting and staging, the Event by SANCA in the manner set forth herein.

***NOW, THEREFORE, Sarasota County, Manatee County and SANCA, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:***

**1. EVENT-RELATED ACTIVITIES.**

FILED FOR THE RECORD  
BOARD RECORDS  
2013 SEP 4 PM 3:55  
CLERK OF THE CIRCUIT COURT  
MANATEE COUNTY FLORIDA

A. Application for Event. SANCA has prepared and submitted the Application for consideration by FISA for the hosting of the Event at Nathan Benderson Park located in Sarasota County, with such forms, supporting documentation and materials as required by FISA. Sarasota County and Manatee County have participated in the preparation of the Application, and provided information and materials to support the Application insofar as their participation in the Event is concerned. Sarasota County and Manatee County shall not be required to enter into any event agreement directly with FISA, or otherwise be deemed an "Organizer" of the Event for purposes of the Application. Actual costs incurred by SANCA for the activities described on the Project Budget, Attachment "A" hereto and incorporated herein (the "Project Budget"), or as otherwise required to prepare and submit the Application, shall be considered "Reimbursable Application Costs" for purposes of this Agreement.

B. Hosting and Staging of Event. If FISA selects SANCA to host and stage the Event, and to serve as the Organizer of the Event, then SANCA shall enter into an event agreement with FISA (the "Event Agreement") and shall coordinate the hosting and staging of the Event with Sarasota County and Manatee County in accordance with this Agreement. Actual costs incurred by SANCA for the activities described in the Project Budget, to host and stage the Event, shall be considered "Reimbursable Event Costs", and together with Reimbursable Application Costs, shall be considered "Reimbursable Costs" for purposes of this Agreement.

**2. CONTRIBUTION AND REIMBURSEMENT.** Sarasota County and Manatee County have each authorized the contribution of cash to the Event in the combined maximum amount of \$5,564,000.00. Sarasota County and Manatee County shall each reimburse SANCA for Reimbursable Costs paid by SANCA for the Event subject to the following provisions.

A. Limitation of Financial Participation. The participation in the reimbursement funding of the planning, hosting and staging of the Event by each of Sarasota County and Manatee County shall be limited to the following amount:

Not to exceed \$2,782,000 each of Reimbursable Costs for the Event, including application, planning, hosting and staging.

The funds reimbursed pursuant to this Agreement by Sarasota County and the funds reimbursed pursuant to this Agreement by Manatee County shall not exceed such amounts. Additionally, except as authorized pursuant to Section 2.F., hereof, the obligation of each County to reimburse SANCA for Reimbursable Costs shall be subject to and contingent upon the other County reimbursing SANCA for a like amount of Reimbursable Costs in order to assure a dollar-for-dollar equal participation in the funding of the Application and the Event by both Counties in accordance with Section 2.F. hereof.

B. Valid Reimbursable Costs; Compliance With Obligations: Sarasota County and Manatee County shall reimburse SANCA for only such Reimbursable Costs as are validly incurred in accordance with the requirements of this Agreement. Sarasota County's obligation to provide such reimbursement shall be subject to compliance by both Manatee County and SANCA with their respective obligations under this Agreement. Manatee County's obligation to provide such reimbursement shall be subject to compliance by both Sarasota County and SANCA with their respective obligations under this Agreement.

1. Valid Reimbursable Costs shall be those expenses which are identified in the Project Budget and which are reimbursable in accordance with the Tourist Development Tax ordinance of each County.
2. The County Representatives, as defined below, may, at their discretion, authorize certain costs not specifically identified in the Project Budget to be reimbursed provided such costs are deemed by them appropriate and necessary for the Event. Such approved expenditures shall not exceed in the aggregate the Counties' financial commitments set forth in Section 2 A.



C. Submission of Written Request and Invoices:

1. In order to receive reimbursement from Sarasota County, SANCA shall provide Sarasota County with a written request for fifty percent (50%) of the cost to be submitted to Sarasota County, together with (1) written invoices and proofs of payment (a copy of each invoice and a copy of the front and back of each cancelled check or evidence of completed wire transfer), (2) documentation acceptable to Sarasota County reasonably necessary to identify the Reimbursable Costs incurred and funded by SANCA (including without limitation the corresponding line item in the Project Budget), and (3) a copy of the written request to be submitted to Manatee County for a like amount of reimbursement.
2. In order to receive reimbursement from Manatee County, SANCA shall provide Manatee County with a written request for fifty percent (50%) of the cost, to be submitted to the Bradenton Area Convention and Visitors Bureau, together with (1) written invoices and proofs of payment (a copy of each invoice and a copy of the front and back of each cancelled check or evidence of completed wire transfer), (2) documentation acceptable to Manatee County reasonably necessary to identify the Reimbursable Costs incurred and funded by SANCA (including without limitation the corresponding line item in the Project Budget), and (3) a copy of the written request to be submitted to Sarasota County for a like amount of reimbursement.
3. All submitted invoices to Manatee County and Sarasota County shall have a cover letter signed by an authorized agent of SANCA stating the following:

“I hereby certify that I am authorized to approve this request, that I have received the attached invoices in the amount of \$ \_\_\_\_\_ and that all costs claimed have been incurred for services rendered in accordance with the Agreement among SANCA, Manatee County and Sarasota County. All submitted invoices have been paid and no costs included herein have been previously submitted.”

4. Notwithstanding anything to the contrary elsewhere in this Agreement, the Counties, through their respective County Representatives, may agree to pay individual costs on other than a 50/50 basis, provided that their overall respective Reimbursable payments under this Agreement are equal in accordance with Section 2.F., hereof.

D. Processing and Payment: Each of Manatee County and Sarasota County shall, within ten (10) business days of receipt, review the invoice and either approve the invoice for payment or request from SANCA additional information. If an invoice is approved for payment, Manatee County and Sarasota County, as the case may be, shall remit payment to SANCA within forty-five (45) days of the date of the original submittal in accordance with the Local Government Prompt Payment Act (Section 218.70, F.S., et. seq.). If any amount in the request is disputed by Sarasota County or Manatee County, such County shall, as soon as practicable, notify SANCA and the other County, and make partial payment of the amount which is not in dispute pursuant to this paragraph. The County Representatives of Manatee County, Sarasota County and SANCA shall meet within seven (7) business days of the County notification to attempt to resolve any disputed amount. Subject to the provisions of Section 2.F., neither County shall refuse to pay an invoice solely because the other County has refused to pay its corresponding invoice for a Reimbursable Cost.

E. Availability of Funds: Manatee County and Sarasota County intend to fund the reimbursements to be made hereunder with proceeds of their respective tourist development taxes and other legally available funds. The respective obligations of Manatee County and Sarasota County to

reimburse SANCA for Reimbursable Costs hereunder are subject to the discretion of their respective Boards of County Commissioners to budget legally available funds, including without limitation proceeds of their respective tourist development taxes, as well as other revenues, in amounts sufficient to fund on a year-by-year basis such reimbursements. Accordingly, this Agreement shall not be construed to constitute a debt or general obligation of Manatee County or Sarasota County, or to result in a pledge of or lien upon any revenues of Sarasota County or Manatee County, including without limitation general revenues or proceeds of Sarasota County's tourist development tax or Manatee County's tourist development tax. The County Representatives shall provide written notice to SANCA if their respective Boards of County Commissioners fail or refuse to budget legally available funds as necessary on an annual basis to fund their respective obligations under this Agreement. No provision of this Agreement shall restrict, to any extent prohibited by law, any action or right of action on the part of any future county commission of either Sarasota County or Manatee County. To the extent of any conflict between this subsection and any other provision of this Agreement, this subsection shall control.

F. Parity of Funding by Counties: In order to assure parity of funding by the Counties on a 50-50 basis, SANCA shall include in the periodic reports provided pursuant to Section 3.F., hereof, a summary of the respective amounts paid to the date thereof by each County. In the event that a report shows a disparity between the amounts paid by each County as of the report date that exceeds \$5,000, SANCA shall adjust its requests for reimbursement to each of the Counties to eliminate such disparity. At the conclusion of the Event and closing out of outstanding expenses, SANCA shall submit a final reimbursement request to the Counties that is adjusted, to the extent possible in light of the funding restrictions applicable to each County, to achieve a strict 50-50 parity of funding. If, after final reimbursement by the Counties, any disparity remains between their respective total reimbursements, then (1) any Net Revenues that are to be paid out to the Counties pursuant to Section 3.E shall be adjusted to correct such disparity, and (2) in the event a disparity still exists, the County that has funded the lesser amount of total reimbursements shall pay to the other County, from legal available funds, such amount as is necessary to correct the disparity.

G. Discretionary In-Kind Contributions. Sarasota County and Manatee County recognize that the Project Budget includes some, but not all, items and/or services that may be required to mitigate the offsite impacts of the event. At their discretion, the Counties may provide in-kind items or services in support of the Event that are not included in Attachment A but are needed to mitigate offsite impacts such as enhancement of traffic and general public safety. In deciding whether to provide in-kind services, the Counties may consider whether event revenues have been adequately sought or obtained and expenditures have been appropriately managed.

### **3. ADDITIONAL OBLIGATIONS REGARDING EVENT.**

A. County Representatives; County Participation in Event Committee: The Sarasota County Administrator and the Manatee County Administrator shall each designate in writing one staff person (the "County Representatives") to carry out the functions assigned to them pursuant to this Agreement, and to serve as voting members of the event management committee for the Event. In addition, Visit Sarasota County and the Bradenton Area Convention and Visitors Bureau shall each also appoint a staff person to serve on the event management committee. Additionally, SANCA shall consult with the directors of the Convention and Visitors Bureaus of Sarasota County and Manatee County with respect to marketing and fundraising, advertisement design and placement for the Event.

B. Actions Requiring Approvals of Counties. SANCA shall obtain the approval of each of the County Representatives for the following actions:

1. Sales of Sponsorships for the Event;
2. Establishment of prices for ticket sales (individual and packages) and other revenue sources as set forth in Section 6.2.1. of the bid proposal to FISA; and

3. Any other expenditure, commitment of funds or contractual arrangement regarding the Event that exceeds fifty thousand dollars (\$50,000) in value. The value of expenditures or contractual arrangement shall not be split so as to avoid the requirement for County approval. In addition, expenditures that exceed fifty thousand dollars (\$50,000) shall include evidence of a competitive pricing process and/or justification for sole selection or sourcing of the expenditure.

When obtaining approval of the County Representatives, SANCA shall disclose to them any separate business relationship with any vendor or contractor, regarding the Event or otherwise. In procuring goods and services for the Event, SANCA shall use reasonable good-faith efforts to utilize contractors or vendors whose place of business is located in Sarasota County or Manatee County. Event-related expenditures shall not exceed the subtotals set forth in the Project Budget for the numerated subcategories listed in boldface in each lettered section thereof, unless approved by the County Representatives pursuant to Section 2.B.2., above.

C. Event Fund: SANCA shall maintain a separate fund or account for the Event (the "Event Fund") and shall:

1. Hold all funds obtained for the Event from public or private sources in such Event Fund (including without limitation all funds reimbursed to SANCA pursuant to Section 2, hereof, and any grant funds provided to SANCA through Sarasota County or Manatee County pursuant to Section 3.H., hereof);
2. Deposit all proceeds derived from the Event (including without limitation proceeds of ticket sales and sales of sponsorships) into the Event Fund; and
3. Pay only Permitted Expenses (as determined in accordance with Section 3.D., hereof), and no other expenses or costs, from the moneys held in the Event Fund.

D. Permitted Expenses: The following shall be considered "Permitted Expenses" which shall be charged to the Event Fund pursuant to Section 3.C., hereof:

1. Actual cost of planning, staging, and hosting the Event pursuant to the Event Agreement incurred in accordance with Section 3.B., hereof;
2. Actual cost of promoting the Event incurred in accordance with Section 3.B., hereof; and
3. Actual costs of procuring insurance for the Event, including without limitation insurance or other financial instruments protecting against currency fluctuations as required pursuant to Section 3.I.

E. Net Revenues: If, upon the conclusion of the Event and the discharge and payment of all Permitted Expenses, any moneys remain in the Event Fund ("Net Revenues"), such Net Revenues shall be used first to repay to Sarasota County and Manatee County, on a 50-50 basis (adjusted as necessary pursuant to Section 2.F. to achieve parity between the Counties), the amounts reimbursed to SANCA pursuant to Section 2, hereof. Upon repayment in full of such amounts, and with the approval of the County Representatives, SANCA may close the Event Fund and transfer any Net Revenues remaining therein to SANCA's general operating accounts to be used by SANCA for the operation of Nathan Benderson Park.

F. Periodic Review: SANCA shall hold quarterly meetings with the County Representatives to provide updates including monthly financial statements on the progress of planning and conducting the

Event. On or before 180 days directly preceding the Event and on or before 14 days directly following the Event, such meetings shall be held no less frequently than on a weekly basis. During the remainder of the term of this Agreement such meetings shall be held no less frequently than on a monthly basis. The County Representatives may agree to consider the Event Committee meetings sufficient to fulfill the requirement of this section.

G. Securing of Sufficient Funds: On or before 60 days following award of the bid, SANCA shall provide Sarasota County and Manatee County with evidence reasonably acceptable to both County Representatives demonstrating that SANCA has obtained the necessary funds or credit facility to pay the expenditures needed to perform the Event Agreement, including without limitation the advancement of moneys to pay those expenditures that will be reimbursed by the Counties pursuant to Section 2, hereof.

H. Grant Funds: Certain grants may be obtained by or through a County on behalf of SANCA in order to fund, in part, the Event. The management and use of proceeds of any such grant, and the covenants attached thereto, shall be governed by the grant agreement. Subject to the requirements of the governing grant documents, the proceeds of any such grant shall be held by the County and reimbursed to SANCA subject to the grant agreement and/or the terms of this Agreement. All grant funds shall be segregated from other funds for tracking and reporting purposes.

I. Protection Against Currency Fluctuations: Throughout the term of the agreement, SANCA and the County Representatives shall work in good faith to manage currency fluctuation risk whether through the procurement of insurance or other financial instruments. The form and amount of any such insurance or other financial instruments procured shall be subject to the approval of SANCA and the County Representatives.

J. Use of Subcontractors: SANCA may administer the Event itself, or by the use of one or more contracting agents. However, the use of such contracting agents by SANCA shall not operate as an assignment of its rights or responsibilities under this Agreement. All contracts shall provide that the contract is assignable to the Counties. To the extent SANCA makes use of such contracting agents, SANCA shall provide copies of any subcontract agreements to both the Sarasota County and Manatee County Administrators upon execution, and shall provide Sarasota County and Manatee County with all contact information of the person designated by SANCA to administer the Event. Any subcontracting or other agreements SANCA may enter shall not name Sarasota County or Manatee County as a party. SANCA shall make all such agreements and related records available for inspection as otherwise may be required by law.

K. Financial Records and Accounting: SANCA shall keep and maintain financial records relating to the Application and the Event in accordance with generally accepted accounting principles, and State of Florida records retention schedule, and shall allow Sarasota County and Manatee County or their agents to review and audit same at any time upon reasonable notice. SANCA shall make all such records available for inspection as otherwise may be required by law. SANCA shall be responsible for any governmental/regulatory fees or taxes associated with the Application and the Event.

L. FISA Agreements. SANCA shall abide by the terms of the FISA Event Agreement and Commercial Rights Agreement and a Breach of such agreements may be considered a breach of this Agreement at the discretion of Manatee and Sarasota Counties.

M. Fundraising. No later than March 1, 2014, SANCA shall designate an individual(s) or firm with experience and expertise in fundraising for capital projects and nonprofit organizations whose sole responsibility is to establish and implement a plan for organizing and obtaining sponsors, donors and grants on behalf of the Event and/or the construction of major capital facilities required to host the Event. The fundraising plan shall include quarterly reports on the fundraising accomplishments to the Event Committee.

N. Housing Bureau. SANCA shall, within 60 days of the effective date of this Agreement, contract with a housing bureau to obtain hotel room rate commitments as described in the Application.

O. Event Resources. SANCA shall procure and maintain the resources necessary to plan, host and stage the Event. No later than October 1, 2015, SANCA shall retain the services of an individual(s) or firm with experience and expertise in planning and management of large-scale international events acceptable to the County Representatives. No later than October 1, 2016, SANCA shall provide the County Representatives with a schedule and plan of action for the hosting and staging of the Event that is acceptable to the County Representatives.

P. Procurement of Services and Commodities.

1. SANCA shall procure the services of professionals, such as engineers, surveyors, architects and landscape architects in accordance with the requirements of the Consultant's Competitive Negotiations Act, sec. 287.055, F.S.
2. SANCA shall procure construction services in accordance with sec. 255.20, F.S. and shall publicly announce such procurements in compliance with sec. 255.0525, F.S. SANCA shall employ a competitive process by which local construction firms shall be provided a preference to the extent practicable.
3. For the procurement of the above services as well as the procurement of other contractual services and commodities, the requirements of the Sarasota County Procurement Code, to the extent they apply, are hereby waived by the Sarasota County Board of County Commissioners. Manatee County hereby acknowledges that its procurement code does not apply to the procurement of services and commodities contemplated under this Agreement.

Q. Public Records; Open Meetings.

1. SANCA shall keep and maintain public records that ordinarily and necessarily would be required by the Counties in order to perform its services under this Agreement.
2. SANCA shall provide the public with access to public records on the same terms and conditions that the Counties would provide the records and at a cost that does not exceed the cost provided in chapter 119, F.S. or as otherwise provided by law.
3. SANCA shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. SANCA shall meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of SANCA upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the Counties.
5. To the extent it is subject to the requirements of section 286.011, F.S., SANCA shall comply with all such requirements. In addition to other provisions for indemnification set forth in this Agreement, SANCA shall indemnify, defend, save and hold harmless Sarasota County and Manatee County from any and all claims, suits and actions brought by third parties against either or both counties asserting that SANCA has failed to comply, in whole or in part, with section 286.011, F.S.

4. **DURATION.** This Agreement shall remain in effect for five (5) years from the effective date hereof.

5. **INDEMNIFICATION.** To the extent permitted by law (and in the case of Sarasota County and Manatee County, the tort liability limitations set forth in Section 768.28, Florida Statutes shall also apply to any actions to enforce this Agreement, or any provisions herein) each of the parties hereto shall indemnify and hold harmless the others, and their officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the indemnifying party and other persons employed or utilized by the indemnifying party in the performance of this Agreement.

6. **CATASTROPHIC EVENTS.** No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by a hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

7. **NOTICES.** All notices, comments, consents, objections, approvals, waivers, and elections which any party shall be required or requested or may desire to make or give under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or facsimile transmission. All such communications shall be addressed to the applicable addresses set forth below or as any party may otherwise designate in the manner prescribed herein.

To Sarasota County: County Administrator  
1600 Ringling Blvd., 2<sup>nd</sup> Floor  
Sarasota FL 34236  
(941) 861-5111  
(941) 861-5987

To Manatee County: Executive Director  
Bradenton Area Convention and Visitors Bureau  
P.O. Box 1000  
Bradenton, FL 34206  
(941) 729-9177  
(941) 729-1820 (fax)

To SANCA: President  
Suncoast Aquatic Nature Center Associates, Inc.  
290 N. Cattlemen Road  
Sarasota, FL 34243  
(941) 926-4341 (phone/fax)

8. **DISCLAIMER OF THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party, including without limitation any subcontractors of any party hereto. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

9. **CONSTRUCTION.**

A. Entire Agreement: This Agreement represents the full agreement of the parties.

B. Equal Construction: Each of the parties hereto has had equal input into drafting of this Agreement such that no provision of this Agreement shall be construed strictly against one party as the drafter thereof.

C. Headings and Captions: The headings and captions of articles, sections, and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

**10. AMENDMENTS; WAIVERS; ASSIGNMENT.**

A. Amendments: This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by the parties hereto and duly authorized and approved by the Board of County Commissioners of Sarasota County, the Board of County Commissioners of Manatee County and by SANCA.

B. Waivers: Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

C. Assignment: The rights and obligations of any party to this Agreement may be assigned to a third party only pursuant to a written amendment hereto. The parties expressly reserve the right to refuse to consent to any proposed assignment.

**11. VALIDITY.** Each of Sarasota County, Manatee County and SANCA represents and warrants to the others its respective authority to enter into this Agreement.

**12. SEVERABILITY.** The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid term or provision should not affect the validity of any term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent here thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

**13. GOVERNING LAW; VENUE. WAIVER OF JURY TRIAL.** This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division. The parties agree to waive all rights to a jury trial in the event of litigation concerning this Agreement.

**14. REMEDIES.** Each party hereto shall have such remedies as are available pursuant to applicable law for any breach or non-performance by any other party.

**15. TERMINATION BY COUNTIES.**

- A. In addition to remedies available under Section 14, the Counties shall have the right to terminate this Agreement if the Counties determine that SANCA has breached any of SANCA's obligations under this Agreement, any of SANCA's obligations under the Event Agreement, or SANCA has otherwise acted or failed to act in a manner necessary to timely plan, stage, and host the Event as contemplated by this Agreement, by the Event Agreement, or by any other undertaking provided by SANCA to the Counties or to FISA.
- B. In the event of any such breach, act or failure to act by SANCA, the Counties shall provide written notice to SANCA thereof. SANCA shall have 60 days to cure any such breach, act or failure to act (the "cure period"). If SANCA fails to effect a cure to the satisfaction of the Counties during the cure period, this Agreement shall be deemed terminated 14 days following the expiration of the cure period without further notice. Thereupon, SANCA shall submit all documents related to the Event, including but not limited to, all executed or draft agreements with third parties, event planning documents, financial records regarding the Event Fund and all related records, and any other records requested by the Counties that are related to the Event. SANCA shall remit to the Counties all funds donated and/or collected related to the Event within 60 days along with documentation that supports the amount of the payment as well as any outstanding invoices or payments due and payable. The Counties shall not be responsible for any charges, claims or demands not received within the 60 day period. The Counties in addition to any other remedies available to them, shall have the right to contract with or designate another entity to plan, stage and host the Event, and SANCA shall assign to such entity its rights under the Event Agreement and the Commercial Rights Agreement with FISA.

**16. TERMINATION BY SANCA.** In the event the Counties fail to perform any of their obligations under this Agreement, SANCA may terminate the Agreement by providing three months written notice to the Counties. In such event, SANCA shall not later than the date of termination, provide to the Counties all documents related to the Event, including but not limited to, all executed or draft agreements with third parties, event planning documents, financial records regarding the Event Fund and all related records requested by the Counties related to the Event. Not later than the date of termination, SANCA shall remit to the Counties all funds donated and/or collected for the Event as well as available documentation to support the payment of any outstanding invoices.

**17. ATTORNEYS FEES AND COSTS.** Each party hereto shall be solely responsible for paying its attorneys fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation arising under this Agreement.

**18. SURVIVAL.** The following Sections shall survive the expiration or termination of this Agreement. Sections 3.E., 3, K, and 5, and Guarantee of Performance by Benderson Development Company, LLC.

**19. EFFECTIVE DATE.** This Agreement shall take effect as of the date of execution by all parties.

*[Signature Page to Follow]*



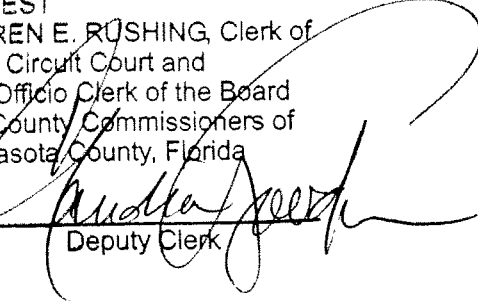
*WHEREFORE, the parties hereto have executed this Agreement as of the date and year first above written.*

APPROVED AS TO FORM AND CORRECTNESS

  
COUNTY ATTORNEY TRW

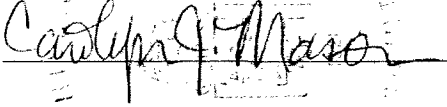
ATTEST

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

By:   
Deputy Clerk


**SARASOTA COUNTY, a political subdivision of the State of Florida**

By: Board of County Commissioners

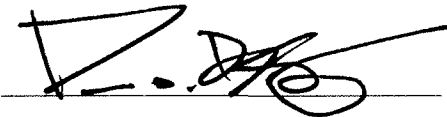
By: 

**MANATEE COUNTY, a political subdivision of the State of Florida**

By: Board of County Commissioners

By:   
Ed Hunzeker, County Administrator

**SUNCOAST AQUATIC NATURECENTER ASSOCIATES, INC., a Florida Non-Profit Corporation**

By: 

## 2017 World Rowing Championships

### Undertaking by Benderson Development Company, LLC:

It is anticipated that the Counties' cash contribution of \$5.564 Million together with revenues generated by or raised in connection with the Event, as provided in this Reimbursement Agreement, are adequate to deliver the Event consistent with the Project Budget attached hereto as Attachment A. If additional funds are needed for planning, hosting and staging the Event as identified in the Project Budget (and specifically not to include funds necessary for in-kind services not included in the Project Budget such as Security, Maintenance, Traffic Control and Emergency Services) Benderson Development Company, LLC will make those funds available through its participation in SANCA by way of sponsorships, obligations or combination of commitments necessary.

BENDERSON DEVELOPMENT COMPANY, LLC

BY: Rawal Bala  
Managing Director

**ATTACHMENT "A"**  
**PROJECT BUDGET**

**2017 World Rowing Championships Bid Questionnaire**

**ATTACHMENT A**

**6/18/2013**

**Provisional Operating Budget**

Income and Expense		INCOME	EXPENSE	INCOME	EXPENSE	DESCRIPTION
		Dollars	Dollars	Euros	Euros	
<b>SECTION A. GENERAL INFORMATION</b>						
A4.1	OC personnel		\$ 896,400.00		€ 693,168.06	Staff of up to 20 - Includes Volunteers
A4.1	OC Travel		\$ 160,000.00		€ 123,724.78	4 Years X 4 Trips for 5 Days X 4 People X \$2,500
G1.1	FISA Visits - within Europe		\$ 107,200.00		€ 82,895.60	20 Trips X \$5,360 per trip (Flight \$3000, Hotel \$800; Car \$500; Meals \$500; Misc \$560)
	Other				€ -	
<b>SUB TOTAL</b>			<b>\$ 1,163,600.00</b>		<b>€ 899,788.44</b>	
<b>A5 Event Promotion</b>						
A5	PR Agency fee		\$ 15,000.00		€ 11,599.20	10% of Promotional Budget
A5	Promotional activities		\$ 150,000.00		€ 115,991.98	2% of estimated \$7.5 Million USD in Income
	Other				€ -	
<b>SUB TOTAL</b>			<b>\$ 165,000.00</b>		<b>€ 127,591.18</b>	
<b>A6 Environmental Sustainability</b>						
A6	Environmental sustainability costs		\$ 13,160.00		€ 10,176.36	Standard testing: 24 Tests X 4 Years X \$85 Plus \$5000 for consultants
<b>SUB TOTAL</b>			<b>\$ 13,160.00</b>		<b>€ 10,176.36</b>	
<b>General Information Sub-Total</b>			<b>\$ 1,341,760.00</b>		<b>€ 1,037,555.98</b>	

**SECTION B. THE VENUE - FACILITIES & OPERATIONS**

<b>B1 Maps &amp; Plans</b>						
B1.1-3	City and Venue maps & layout plans		\$ 5,000.00		€ 3,866.40	10,000 Copies X \$.50 (Coordinate with all agencies)
<b>SUB TOTAL</b>			<b>\$ 5,000.00</b>		<b>€ 3,866.40</b>	
<b>B2 The Course</b>						
B2	Maintenance of water body or banks		\$ 16,250.00		€ 12,565.80	350 hours X \$25 plus disposal fees & Equipment \$7500 (Pressure clean Wave att., Docks, walkways) (Plant maintenance)
B2.8	Warming up, Cooling down area		\$ 2,000.00		€ 1,546.56	10 Hours X 2 staff X \$50 = \$1000 plus supplies \$1000
B2.10	Albano system		\$ 12,000.00		€ 9,279.36	buoys 2000 X \$6 (3mm)
B2.11	Advertising fixing		\$ 12,500.00		€ 9,666.00	2500 Meters of Cable - to be attached to bank
	Course signs		\$ 4,750.00		€ 3,673.08	Fixing existing course signs 10 hours X 2 Staff X \$50 ; 15 signs X \$250
	Other				€ -	
<b>SUB TOTAL</b>			<b>\$ 47,500.00</b>		<b>€ 36,730.79</b>	
<b>B3 The Start Area</b>						
B3.1	Start Tower		\$ 4,400.00		€ 3,402.43	Set up, 4 people X 5 Hours X \$50; Staffing 2 People X 12 hours X 5 days X \$20; Equipment \$1000
B3.2	Start bridge		\$ 16,000.00		€ 12,372.48	Set up, 4 people X 5 Hours X \$50 Plus Equipment \$1000 ; Event Coordinator 2 people X 10 hour X 5 days x \$20, Stake boat holders 16 people X 10 hours X 5 days x \$15
F1.1	Adaptive Start bridge		\$ 2,000.00		€ 1,546.56	Support for installing on race days 4 people X 2 hours X 5 days X \$50
B3.3	Aligner's hut		\$ 3,200.00		€ 2,474.50	Set up, 5 Hours X 4 people X \$50 \$1000; Equipment \$1000 ; Staffing (12 hours X 5 days X 1 person X \$20)
B3.4	Intermediate Timing Huts		\$ 2,000.00		€ 1,546.56	Set up, 5 Hours X 4 people X \$50 \$1000 Plus Equipment \$1000 (Staffing inc above)
<b>SUB TOTAL</b>			<b>\$ 27,600.00</b>		<b>€ 21,342.53</b>	

2017 World Rowing Championships Bid Questionnaire

ATTACHMENT A

6/18/2013

Provisional Operating Budget

Income and Expense		INCOME	EXPENSE	INCOME	EXPENSE	DESCRIPTION
		Dollars	Dollars	Euros	Euros	
<b>B4 The Finish Area</b>						
B4.1	Finish Tower		\$ 14,700.00	€ 11,367.21		Tables, Chairs & Equipment \$5,000 and set up/tech labor 1 coordinator 12 days X 12 hours X 35 + 2 X 5 days X 10 hours X \$25 + 1 X 12 days X 12 hours X \$15
	Timing cabling		\$ 1,000.00	€ 773.28		Installation/adjustment (5 hours X 4 X \$25) \$500 plus equipment \$500
	Other			€ -		
B4.2-6	Pontoons In Finish Area		\$ 1,000.00	€ 773.28		Installation and adjustments 10 hours X \$100 (3-4 man crew)
B4.7	Public address		\$ 6,000.00	€ 4,639.68		12 days X 10 hours X 2 people X \$25 = \$6,000 (Audio System is CI)
B4.8	Local sport presentation		\$ 6,000.00	€ 4,639.68		5 days X 2 people X 12 hours X \$50 = \$6000
B4.8, G1.1	Sport Presentation service*		\$ 58,193.69	€ 45,000.00		Costs of FISA Presentation Team (fees and travel costs)
B4.8, G1.1	Sport Presentation service - supplement for ex-Europe countries*		\$ 12,931.93	€ 10,000.00		Shipping and Flight costs for presentation team
	Other		\$ 2,000.00	€ 1,546.56		Utility Costs
<b>SUB TOTAL</b>			<b>\$ 101,825.62</b>	<b>€ 78,739.69</b>		
<b>B5 Technology</b>						
B5, G1.1	Results & Data Service*		\$ 155,183.16	€ 120,000.00		Cost of FISA contract partner
B5, G1.1	Results & Data Service - supplement for ex-Europe countries*		\$ 38,795.79	€ 30,000.00		Shipping and Flight costs
B5.1	Distribution Service		\$ 9,600.00	€ 7,423.49		Copy Centers (2 centers X 3 copiers X \$1000 = \$6000), computers (2 X 2 X \$250 = \$1000), Misc Equipment \$1000 and runners (4 runners X 4 days X 10 hours X \$10) = \$1600
B5.2	Athletes' scoreboard		\$ 10,000.00	€ 7,732.80		Rental of 2 LED scoreboard \$1000 X 5 days
B5.3	Video board		\$ 100,000.00	€ 77,327.99		\$4000/day X 10 days X 2 large screens PLUS \$2000 X 10 days X 1 small screens (Includes Tech staffing)
B5.4-5	Telephone lines		\$ 3,750.00	€ 2,899.80		Service cost 15 days \$250
B5.6	Walkie-talkies		\$ 2,500.00	€ 1,933.20		100 Radios X \$25
B5.7	Intercom System		\$ -	€ -		Capital improvement
B5.8	Mobile phones		\$ 7,500.00	€ 5,799.60		25 phones X \$300 (\$100 purchase & \$200 activity)
B5.9	Broadband Internet service		\$ 10,000.00	€ 7,732.80		Upgrade Service for dedicated service (Tech Service utilizes Audio Techs)
	Other		\$ 500.00	€ 386.64		Utility Costs
<b>SUB TOTAL</b>			<b>\$ 337,828.95</b>	<b>€ 261,236.32</b>		

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Income and Expense		INCOME	EXPENSE	INCOME	EXPENSE	DESCRIPTION
		Dollars	Dollars	Euros	Euros	
<b>B6 Motor boats</b>						
B6.1	Umpires		\$ 28,000.00	€ 21,651.84		Staffing - 8 drivers @ 10hours*10days*\$35 ( 8 Launches are Capital Improvement )
B6.2	TV catamarans		\$ 12,000.00	€ 9,279.36		Rental of 2 X \$2500 each + 2 driver*10/hr. *10days*\$35
B6.3	Commentary		\$ 12,000.00	€ 9,279.36		Rental of 2 X \$2500 each + 2 driver*10/hr. *10days*\$35
B6.4	Rescue boats		\$ 12,540.00	€ 9,696.93		Rental of 3 X \$2500 + 6 driver X 12hrs X 12days X \$35 ( 3 boats CI )
B6.5	Work/service boats		\$ 25,000.00	€ 19,332.00		Rental of 3 X \$2500 each + 5 drivers X 10/hr. X 10 days X \$35 (2 Boats CI)
B6.6	Motorboat dock		\$ 900.00	€ 695.95		Staffing to move into place 2 people X 4 hours X \$50 plus \$500 for equipment (Capital Improvement of approx. 1500sq' @ 50sq')
	Fuel for boats		\$ 20,700.00	€ 16,006.89		\$6 gal X 23 boats X 10 gal X 15 days
	Service facilities		\$ 10,000.00	€ 7,732.80		Rental of temp structure \$2000 w/ equipment \$3000 & A/C \$5000
	Other		\$ 7,200.00	€ 5,567.61		Labor to Support 4 people X 12 days X 10 hours X \$15
<b>SUB TOTAL</b>			<b>\$ 128,340.00</b>	<b>€ 99,242.74</b>		
<b>B7 Boathouse - Team Facilities &amp; Services</b>						
B7.1	Boat storage			€ -		Capital Improvement - Boathouse (covered racks 25,000)
	- Indoor		\$ 12,500.00	€ 9,666.00		Rental of Racks 50 that hold 10 shells \$250
	- Outdoor		\$ 12,500.00	€ 9,666.00		Rental of Racks 50 that hold 10 shells \$250
B7.2	Changing Rooms		\$ 26,000.00	€ 20,105.28		Room Dividers & Equipment \$23,000 & Staffing 2 people X 10 hours X 10 days X \$15
B7.3	Showers		\$ 29,260.00	€ 22,626.17		Water Usage \$250 X 10 days and Equipment \$21,000 plus attendants (2 people X 12 hours X 12 days X \$20) = \$5,760
B7.4	Toilets		\$ 23,500.00	€ 18,172.08		4 A/C Units with 10 Stalls X \$3000 Plus Water \$250/day and Sewer \$250 plus attendants (2 people X 10 hours X 10 days X \$20) = \$5,760
B7.5	Launching pontoons		\$ 500.00	€ 386.64		Install - 2 people X 10 hours X \$50 (Capital Improvement \$50/sf)
B7.6	Control Commission		\$ 6,000.00	€ 4,639.68		Equipment & Staffing
B7.7	Athlete weighing		\$ 12,000.00	€ 9,279.36		Equipment & Staffing
B7.8	Boat weighing		\$ 6,000.00	€ 4,639.68		Equipment & Staffing
B7.9	Adaptive classification		\$ 11,000.00	€ 8,506.08		Equipment & Staffing
B7.10	Ergometers		\$ 9,500.00	€ 7,346.16		30 Machines X \$300 plus Adaptive equipment \$500
B7.11	Boat repair & boat builders		\$ 16,000.00	€ 12,372.48		Rental of Temp Structure with A/C 4 X \$3000 and Equipment \$1000
B7.12	Boat washing		\$ 8,500.00	€ 6,572.88		Rental of 40 X 40 Temp Structure \$3000 plus wash racks \$500 X 5 and water usage \$200 X 15
B7.13	Information centre		\$ 22,760.00	€ 17,599.85		Rental of 30 X 60 Temp Structure with A/C \$15000, equipment \$2,000 and staffing (2 people X 12 hours X 12 days X \$20) \$7,200
B7.14	Rest Area		\$ 10,500.00	€ 8,119.44		Structure & Staffing Included in Info Center + Beds \$2000, Chairs \$1000, Bins \$500, TV's \$2000 & Refreshments \$5000
B7.15	Coaches' viewing & bicycle rental facilities		\$ 6,400.00	€ 4,948.99		Rental of temp structure \$2000, equipment \$2000 & Staffing (1 person X 10 hours X 12 days X \$20) \$2400
B7.16	Accreditation centre		\$ 16,100.00	€ 12,449.81		Rental of Temp Structure with A/C \$10000 plus Equipment \$2500 & Staffing 2 people X 10 hours X 12 days X \$20
	Tents, containers		\$ 62,500.00	€ 48,329.99		Team Tents = 50 Tents X \$1000 plus bins, tables, chairs, lighting, etc \$250
	Other		\$ 18,000.00	€ 13,919.04		Utility Costs \$5000 & Team Manager Room Temp Structure with A/C \$10,000 & Warm up Tent \$3000
<b>SUB TOTAL</b>			<b>\$ 309,520.00</b>	<b>€ 239,345.61</b>		

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Income and Expense		INCOME	EXPENSE	INCOME	EXPENSE	DESCRIPTION
		Dollars	Dollars	Euros	Euros	
<b>B8 Offices &amp; Meeting Rooms</b>						
B8.1	Meeting Rooms		\$ 1,000.00		€ 773.28	Finish Tower Meeting Room with Equipment
B8.2	The Draw room		\$ 1,000.00		€ 773.28	Finish Tower Meeting Room with Equipment
B8.3	Jury room and lockers		\$ 1,000.00		€ 773.28	Finish Tower Meeting Room with Equipment
B8.4	OC Offices on site		\$ 1,500.00		€ 1,159.92	Finish Tower Meeting Room with Equipment
B8.5	FISA offices		\$ 2,000.00		€ 1,546.56	Finish Tower Meeting Room with Equipment
	Office Equipment		\$ 4,500.00		€ 3,479.76	Printer/Copier \$5000
	Tel, Fax, Postage		\$ 2,500.00		€ 1,933.20	UPS ,dedicated tel & fax lines
	Other		\$ 1,000.00		€ 773.28	Staffing/Tech for all meetings (1 person X 10 hours X 5 Days X \$20)
<b>SUB TOTAL</b>			<b>\$ 14,500.00</b>		<b>€ 11,212.56</b>	
<b>B9 Medical Facilities/Services</b>						
B9.1	Medical Centre and Services		\$ 47,400.00		€ 36,653.47	Rental of (2) 20 X 60 Temp Structure with A/C \$15,000, equipment \$3000 and staffing (12 Days X 12 hours X \$50 X 2) \$14,400 (One Structure is for Doping Control)
B9.2	Doping Control Centre and Testing costs*		\$ 32,329.83		€ 25,000.00	FISA Estimated cost of testing
B9.3	Massage Area		\$ 9,000.00		€ 6,959.52	Structure inc with Athlete Weighing + room dividers \$3,000, Equipment \$2,000 and staffing 2 people X 10 hours X 10 days X \$20
B9.4	First aid		\$ 19,000.00		€ 14,692.32	Temp Structure with A/C \$10,000, equipment \$2,000 and staffing 2 people X 10 days X 10 hours X \$35
B9.5	Ambulances		\$ 27,000.00		€ 20,878.56	3 ambulances X 12 days X 10 hours X \$75
B9.6	Rescue Service		\$ 21,600.00		€ 16,702.84	6 people X 12 days X 12 hours X \$25 (With equipment)
	Other				€ -	
<b>SUB TOTAL</b>			<b>\$ 156,329.83</b>		<b>€ 120,886.71</b>	
<b>B10 Written media</b>						
B10.1	Media Centre		\$ 36,200.00		€ 27,992.73	Temp Structure with A/C \$10000, Equipment \$25,000 and Staffing 1 person X 12 hours X 5 days X \$20
B10.2	Press Operations		\$ 25,500.00		€ 19,718.64	CPO 10 days X 12 hours X \$25 = \$3000, 150 stations X \$150
B10.3	Press copy centre		\$ 12,000.00		€ 9,279.36	6 runners X 10 hours X \$10 X 10 days; Equipment 2 X \$3000
B10.4	Press Grandstands		\$ 50,000.00		€ 38,663.99	500 seats X \$50 plus \$50 for data/electric
B10.5	Photographers Facilities		\$ 4,000.00		€ 3,093.12	4 platforms X \$1000
	Equipment		\$ 10,000.00		€ 7,732.80	Additional Copy machines, etc.
	Other				€ -	
<b>SUB TOTAL</b>			<b>\$ 137,700.00</b>		<b>€ 106,480.64</b>	
<b>B11 Television production</b>						
B11.1	Cost of host broadcast		\$ 808,245.63		€ 625,000.00	Estimated Fee for Opening Ceremony 50K and Event \$650K
B11.2	TV compound		\$ 19,600.00		€ 15,156.29	Fencing \$ 6000, Equipment \$ 5000; carts \$5000 ; security 1 person X 24 hours X 10 days X \$15
B11.3	Commentary positions		\$ 6,000.00		€ 4,639.68	(6) 10 X 10 Tents plus equipment \$1000
B11.4	Closed Circuit TV production		\$ 134,000.00		€ 103,619.50	
B11.5	TV monitors		\$ 10,000.00		€ 7,732.80	Rental - 100 monitors X \$100
<b>SUB TOTAL</b>			<b>\$ 977,845.63</b>		<b>€ 756,148.27</b>	

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Income and Expense		INCOME	EXPENSE	INCOME	EXPENSE	DESCRIPTION
		Dollars	Dollars	Euros	Euros	
<b>B12 Spectators Facilities and Services</b>						
B12.1-3	Grandstands - rental & cover		\$ 469,104.37		€ 362,748.96	6000 Seats X \$75
B12.4	Food & beverage services		\$ 4,500.00		€ 3,479.76	Food & Beverage Coordinator 1 person X 10 days X 10 hours X \$25 plus equipment \$2000
B12.5	Information service		\$ 30,000.00		€ 23,198.40	Rental of 40 X 100 Temp Structure with A/C \$25,000 + Equipment \$5000 (Visitor Info & Volunteer Check-in)
B12.6	Merchandising & market place		\$ 4,500.00		€ 3,479.76	Vendor Coordinator 1 person X 10 days X 10 hours X \$25 plus equipment \$2000
B12.7	Sanitary facilities		\$ 40,760.00		€ 31,518.89	11 A/C Units with 10 Stalls X \$2500 Plus Water \$250/day and Sewer \$250 plus attendants (2 people X 12 hours X 12 days X \$20) = \$5,760
B12.8	Banking, Post		\$ 4,000.00		€ 3,093.12	Structure included in Info Center. Staffing 2 people X 8 hours X 10 days \$25
B12.9	Ticketing costs		\$ 64,000.00		€ 49,489.91	15000 tickets X \$1; Rental of Temp Structure with A/C \$5000; Staffing 8 people X 10 hours X 5 days AND 2 people X 10 hours X 6 days X \$25
	Other		\$ 5,000.00		€ 3,866.40	Bike Corrals 10 X \$500
<b>SUB TOTAL</b>			<b>\$ 621,864.37</b>		<b>€ 480,875.20</b>	
<b>B13 Hospitality Facilities and Services</b>						
B13.1-2	VIP facilities		\$ 285,000.00		€ 220,384.76	Covered Grand Stands 1000 seats + Bar & Restaurant; (4) Cooperate tents with A/C \$10000; (4) Sponsor Tents with A/C \$15000;
	VIP services		\$ 93,750.00		€ 72,494.99	750 guests X \$25 X 5 days
<b>SUB TOTAL</b>			<b>\$ 378,750.00</b>		<b>€ 292,879.75</b>	
<b>Venue - Sub-Total</b>			<b>\$ 3,244,604.40</b>		<b>€ 2,508,987.21</b>	

**SECTION C. EVENT OPERATIONS**

<b>C1 Meteorology</b>					€ -	
C1.1	Temporary weather station on site		\$ 1,920.00		€ 1,484.70	Monitoring Stations- Capital Improvement. Monitoring above normal park operations 1 person X 2 hours X 12 months X 4 years X \$20
C1.2	Meteorological services		\$ 5,000.00		€ 3,866.40	Staff of 2 X 10 hours X 10 days X \$25
	Other				€ -	
<b>SUB TOTAL</b>			<b>\$ 6,920.00</b>		<b>€ 5,351.10</b>	
<b>C2 OC Publications</b>						
C2.1	Website & social media set up and maintenance		\$ 48,000.00		€ 37,117.43	
	OC Publications		\$ 37,500.00		€ 28,997.99	Estimated 250,000 sheets X \$.10 + Cost to correlate, bind, staple, etc. .05 = \$.15
	Souvenir program, start and result lists		\$ 66,000.00		€ 51,036.47	Estimated 50,000 sheets X \$.10 + Cost to correlate, bind, staple, etc. .05 = \$.15 PLUS Programs 13,000 copies X 30 pages X .10 Page
	Other				€ -	
<b>SUB TOTAL</b>			<b>\$ 151,500.00</b>		<b>€ 117,151.89</b>	
<b>C3 Accreditation &amp; Entries</b>						
	Accreditation service*		\$ 6,465.97		€ 5,000.00	FISA Estimated Cost
<b>SUB TOTAL</b>			<b>\$ 6,465.97</b>		<b>€ 5,000.00</b>	



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Income and Expense		INCOME	EXPENSE	INCOME	EXPENSE	DESCRIPTION
		Dollars	Dollars	Euros	Euros	
<b>C4 Security</b>						
C4.1	Security services		\$ 78,030.00		€ 60,339.03	15 Officers X 17 days X 10 hours X \$25 (Day) AND 4 X 17 days X 14 hours X \$15 (Evening)
	Other		\$ 15,000.00		€ 11,599.20	Federal & Other Required Services
<b>SUB TOTAL</b>			\$ 93,030.00		€ 71,938.23	
<b>C5 Ceremonies and Social Events</b>						
CS	Opening Ceremony		\$ 74,350.00		€ 57,493.36	2000 - 3000 guests; Non-alcoholic drinks; decor & Entertainment
CS	Victory Ceremony*		\$ 27,157.05		€ 21,000.00	By FISA
CS	Flags		\$ 15,000.00		€ 11,599.20	150 Flags X \$100
CS	Nations Dinner		\$ 73,350.00		€ 56,720.08	At Ringling for 250
CS	FISA/OC receptions		\$ 63,600.00		€ 49,180.60	5 receptions for FISA, VIP's, Delegates & OC
CS	Media Reception		\$ 14,600.00		€ 11,289.89	Mote Marine Trip
CS	Jury Reception		\$ 6,350.00		€ 4,910.33	South Florida Museum Trip
CS	Farewell Party		\$ 28,350.00		€ 21,922.48	At NBP
	Other		\$ 1,000.00		€ 773.28	Contingency
<b>SUB TOTAL</b>			\$ 303,757.05		€ 234,889.22	
<b>Event Operations Sub-Total</b>			\$ 561,673.02		€ 434,330.44	

**SECTION D. EVENT LOGISTICS**

<b>D1 Accommodation</b>						
D1.1	Teams		\$ 20,000.00		€ 15,465.60	Misc for welcome desks, info boards, bus pick-up area, etc.
D1.2,	FISA Council, Commission and staff members (B&B)		\$ 45,000.00		€ 34,797.59	30 rooms X 10 days X \$150
G1.1	Jury (Half Board)		\$ 31,500.00		€ 24,358.32	18 rooms X 10 days X \$175
G1.1	FISA Sport Presentation Team (B&B)		\$ 10,500.00		€ 8,119.44	7 rooms X 10 days X \$150
G1.1	FISA Timing & Results Provider (Full Board)		\$ 21,600.00		€ 16,702.84	9 rooms X 12 days X \$200
E1.2,	Professional interpreters for Congress (Bed & Breakfast)		\$ 900.00		€ 695.95	2 rooms X 3 days X \$150
G1.1	OC personnel		\$ 7,500.00		€ 5,799.60	5 rooms X 10 days X \$150
	Other		\$ 7,500.00		€ 5,799.60	5 rooms X 10 days X \$150
<b>SUB TOTAL</b>			\$ 144,500.00		€ 111,738.94	
<b>D2 Food Services</b>						
D2.1	Teams		\$ 31,000.00		€ 23,971.68	Coordinator 2 X 10 days X 12 hours X \$25 + Equipment & Dining Hall \$20000
D2.2	OC, Jury, FISA, Presentation team		\$ 26,250.00		€ 20,298.60	75 meals X 10 days X \$35
D2.3	Media catering		\$ 18,750.00		€ 14,499.00	150 persons X 5 days X \$25
D2.4	Bottled water		\$ 10,000.00		€ 7,732.80	100 cases X \$20 X 5 days (Alternate-refill stations for environmental sustainability if acceptable)
D2.4	Water quality analysis		\$ 6,000.00		€ 4,639.68	Monitoring and Testing 4 years X 12 events X \$125
	Other		\$ 20,000.00		€ 15,465.60	Food Service Area Contingency
<b>SUB TOTAL</b>			\$ 112,000.00		€ 86,607.36	

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		Dollars	Dollars	Euros	Euros	
<b>D3 Transportation &amp; Parking Services</b>						
D3.1	Welcome desk		\$ 4,000.00	€ 3,093.12		2 person X 10 Days X 10 hours X \$15 = \$3000 & Equipment \$1000
D3.2	Airport transport		\$ 103,400.00	€ 79,957.14		Up to 26 Buses (as needed)
D3.3	Local transport		\$ 654,500.00	€ 506,111.67		Up to 34 Buses
D3.5	Traffic management		\$ 20,000.00	€ 15,465.60		Equipment (Barricades, Cones, etc) \$5000, Staff 20 people X 10 hours X 5 days X \$15 = \$15000
D3.6	Transport facilities		\$ 16,000.00	€ 12,372.48		Temp Structure with A/C \$5000, Equipment \$5000, Staff 2 X 10 days X 12 hours X \$25 = \$6000
D3.7	FISA vehicles		\$ 41,710.00	€ 32,253.50		Up to 18 vehicles per day X \$75/day & 8 Vans for Jury
D3.8	Congress transport		\$ 4,400.00	€ 3,402.43		4 buses
D3.9	Spectator transport		\$ 120,200.00	€ 92,948.24		6 buses
G1.1	Jury members travel costs*		\$ 18,104.70	€ 14,000.00		
	Parking		\$ 8,500.00	€ 6,572.88		Equipment (Barricades, Cones, etc) \$1000, Staff 10 people X 10 hours X 5 days X \$15 = \$15000
	Boat Transport			€ -		
	OC vehicles		\$ 4,250.00	€ 3,286.44		10 vehicles x 17 days X \$25/day allowance
	Signage		\$ 15,000.00	€ 11,599.20		Traffic Sign Rentals 5 X \$1000 = \$5000 & Purchase of temp signs \$10,000
	Other		\$ 3,400.00	€ 2,629.15		Equipment Truck Rentals 2 Trucks X \$100/day
<b>SUB TOTAL</b>			<b>\$ 1,013,464.70</b>	<b>€ 783,691.85</b>		
<b>D4 Development Program</b>						
D4.1	Meals, accommodation and transport		\$ 130,000.00	€ 100,526.38		100 athletes X 10 days X 130 (Double Occ. \$200/2 = \$100 + \$30 food)
D4.2	Training Camps		\$ 12,500.00	€ 9,666.00		5 days X 100 Athletes X \$25
D4.3	Boat Provision		\$ 25,000.00	€ 19,332.00		25 small boats X \$1000
	Other		\$ 1,500.00	€ 1,159.92		Contingency
<b>SUB TOTAL</b>			<b>\$ 169,000.00</b>	<b>€ 130,684.30</b>		
<b>Event Logistics Sub-Total</b>			<b>\$ 1,438,964.70</b>	<b>€ 1,112,722.45</b>		

**SECTION E. THE FISA CONGRESS**

E1.1	Facility Rental		\$ 500.00	€ 386.64		
E1.1	Audio Visual Equipment Rental		\$ 2,500.00	€ 1,933.20		Rental of projector, video rental
E1.2	Congress Lunch		\$ 6,250.00	€ 4,833.00		250 People X \$25
E1.3	Translation Equipment Rental		\$ 6,000.00	€ 4,639.68		Rental of 4 booths with 300 headsets
E1.3	Interpreters*		\$ 23,277.47	€ 18,000.00		FISA Estimated Cost
	Other		\$ 4,350.00	€ 3,363.77		Misc Rentals & Supplies & Event Coordinator
<b>FISA Congress Sub-Total</b>			<b>\$ 42,877.47</b>	<b>€ 33,156.29</b>		

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		Dollars	Dollars	Euros	Euros	

**SECTION F. Adaptive**

F1.1	Adaptive start bridge (Racing & Practice)		\$ 925.00		€ 715.28	Capital Improvement - Cost to move into place 5 people X 5 hours X \$25 ; Cost of moving one lane of start to adaptive practice area. 2 people X 2 hrs. X 3 days X \$25/hr.
F1.2	Adaptions to venue for accessibility		\$ 1,000.00		€ 773.28	Capital Improvement - Cost for misc equipment (Classification rooms to be in proposed boathouse)
F1.3	Officials		\$ 25,440.00		€ 19,672.24	1 adaptive liaison officer X 8 hours x 20 days x \$35 ; Victory Ceremony Volunteers 2 people X 8 X 2 days X \$25 ; adaptive strap workshop 2 people X 4 hours X 1 day X \$25 + Refreshments \$200 ; adaptive training for on water safety personnel 1 person X 2 days X 8 hours X \$25; adaptive Support 1 person X 8 X 2 X \$25); adaptive volunteer leader 1 person X 40 days X 8 hours X \$25; volunteer training leader 1 person X 20 days X 8 hours X \$25 ; volunteer debriefer 1 person X 10 X 8 hours X \$10; victory ceremony leader 1 person X 3 days X 8 hours X \$10 ; general adaptive volunteers 6 people X 10 days X 8 hours X \$10
F1.4	Accommodation		\$ -		€ -	Included in athlete area
F1.5	Transport		\$ 20,000.00		€ 15,465.60	4 Dedicated vans
	Other		\$ 6,000.00		€ 4,639.68	Adaptive information center/rest area - Temp Structure Rental with A/C \$5000, Information boards \$100; Tables \$100; Chairs \$50 Storage Area \$250; Lounge Area \$500
<b>Adaptive Sub-Total</b>			<b>\$ 53,365.00</b>		<b>€ 41,266.08</b>	

**SECTION G. FINANCIAL AND COMMERCIAL ASPECTS**

**G1 Budget**

	Bid initiation fee		\$ 12,931.93		€ 10,000.00	FISA Fee
	Bid submission fee		\$ 51,727.72		€ 40,000.00	FISA Fee
	Event hosting fee		\$ 129,319.30		€ 100,000.00	FISA Fee
	Contingency amount				€ -	
<b>SUB TOTAL</b>			<b>\$ 193,978.95</b>		<b>€ 150,000.00</b>	

**G2 Commercial Rights**

G2.1	Commercial rights fee		\$ 646,596.49		€ 500,000.00	FISA Fee
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**2017 World Rowing Championships Bid Questionnaire**

**ATTACHMENT A**

**6/18/2013**

**Provisional Operating Budget**

Income and Expense		INCOME	EXPENSE	INCOME	EXPENSE	DESCRIPTION
		Dollars	Dollars	Euros	Euros	
<b>G2.1</b>	<b>Grant funding &amp; sponsors</b>					
	NF	\$ -		€ -		
	NOC	\$ 10,000.00		€ 7,732.80		
	National Government	\$ -		€ -		
	Regional Government	\$ -		€ -		
	Local Government	\$ 5,562,320.03		€ 4,301,230.03		Sarasota & Manatee County
	Military Forces	\$ -		€ -		
	Local sponsors	\$ 700,000.00		€ 541,295.90		Cover costs - Potential for additional income
	Foundations	\$ 50,000.00		€ 38,663.99		
	Individuals	\$ 10,000.00		€ 7,732.80		
	Value In Kind	\$ -		€ -		
	<b>Ticket Sales</b>					Rates: VIP \$80; Seat \$40; General Admission \$20
	Presidents Grandstand	\$ 18,400.00		€ 14,228.35		900 Guests X 4 days X \$80
	FISA Family Grandstand	\$ 217,000.00		€ 167,801.73		100 Guests X 4 Days X \$80 X 50%
	Reserved Seats	\$ 644,250.00		€ 498,185.55		4000 Guests X 4 Days X \$35
	General Admission	\$ 114,500.00		€ 88,540.54		1000 Guests X 4 days X \$20
	Hospitality	\$ 40,000.00		€ 30,931.19		50 Guests X 4 days X \$200
	Programs & Result lists.	\$ 50,000.00		€ 38,663.99		2500 programs X 4 days X \$5
	Tourist packages	\$ 20,000.00		€ 15,465.60		2000 packages X \$10
	Food services	\$ 50,000.00		€ 38,663.99		5% of Sales (10,000 guests X \$25 spent X 4 days)
	Market place	\$ 100,000.00		€ 77,327.99		100 vendors X \$1000
	Other	\$ 84,850.00		€ 65,612.80		Hotel Rebates 1700 rooms X 10 nights X \$5
	<b>SUB TOTAL</b>	<b>\$ 7,671,320.03</b>	<b>\$ 646,596.49</b>	<b>€ 5,932,077.24</b>	<b>€ 500,000.00</b>	
<b>G3. Merchandising &amp; Licensing Program</b>						
G3.1	Merchandising	\$ -	\$ -	€ -	€ -	50/50 split of 15% (7.5%)
	<b>SUB TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>€ -</b>	<b>€ -</b>	
<b>G4. Insurance</b>						
	FX		\$ 100,000.00	€ 77,327.99		FX Hedge &/or Swap
	Public Liability		\$ 25,000.00	€ 19,332.00		Liability Insurance
	Contingency		\$ 12,500.00	€ 9,666.00		Contingency
	Other		\$ 10,000.00	€ 7,732.80		Cancelation Insurance
	<b>SUB TOTAL</b>	<b>\$ -</b>	<b>\$ 147,500.00</b>	<b>€ -</b>	<b>€ 114,058.79</b>	
<b>Finances Sub-Total</b>		<b>\$ 7,671,320.03</b>	<b>\$ 988,075.44</b>	<b>€ 5,932,077.24</b>	<b>€ 764,058.79</b>	
<b>Total Income</b>		<b>\$ 7,671,320.03</b>		<b>\$ 5,932,077.24</b>		
<b>Total Expenses</b>		<b>\$ -</b>	<b>\$ 7,671,320.03</b>	<b>€ -</b>	<b>€ 5,932,077.24</b>	
<b>Operating Surplus OR Deficit</b>			<b>\$ 0.00</b>		<b>€ (0.00)</b>	

2017 World Rowing Championships Bid Questionnaire

ATTACHMENT A

6/18/2013

Provisional Operating Budget

Income and Expense		INCOME	EXPENSE	INCOME	EXPENSE	DESCRIPTION
		Dollars	Dollars	Euros	Euros	
<b>Capital Improvements</b>						
1	Boathouse		\$ 10,000,000.00		€ 7,732,798.55	
2	Finish Tower		\$ 2,200,000.00		€ 1,701,215.68	
3	Start Tower		\$ 75,000.00		€ 57,995.99	
4	Timing Huts		\$ 150,000.00		€ 115,991.98	
5	New Course		\$ 75,000.00		€ 57,995.99	
6	Course markings		\$ 10,000.00		€ 7,732.80	
7	Bubble Line		\$ 5,000.00		€ 3,866.40	
8	Adaptive Start Bridge		\$ 200,000.00		€ 154,655.97	
9	Starting Line		\$ 400,000.00		€ 309,311.94	
10	Timing System		\$ 210,000.00		€ 162,388.77	
11	Docks		\$ 450,000.00		€ 347,975.93	
12	Boats		\$ 275,000.00		€ 212,651.96	
13	Intercom System		\$ 100,000.00		€ 77,327.99	
14	Audio System		\$ 50,000.00		€ 38,663.99	
15	Broadband System		\$ 100,000.00		€ 77,327.99	
16	Scoreboard		\$ 25,000.00		€ 19,332.00	
17	Video Screen		\$ 675,000.00		€ 521,963.90	
<b>SUB TOTAL</b>		\$ -	\$ 15,000,000.00	€ -	€ 11,599,197.83	

SNCA & Bendersaw Development LLC shall have no obligation for these capital improvements.

(11)

N/A

TO Bendersaw Development LLC