

**FOLLOW-UP OF
CONTRACT NO. 2014-280 LICENSE AND OPERATING
AGREEMENT – SARASOTA COUNTY AND SUNCOAST
AQUATIC NATURE CENTER ASSOCIATES, INC.
July 2017
Original audit report issued May 2016**



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EXECUTIVE SUMMARY

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. 2014-280 License and Operating Agreement – Sarasota County and Suncoast Aquatic Nature Center Associates, Inc.

- 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 all amendments to the agreement subsequent to the original audit report.
- 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. 2014-280.

ORIGINAL AUDIT ISSUES AND STATUS

Open/Partially Completed

- Lack of documented review and approval of SANCA operating procedures, disaster plan, and the generic donation agreements.
- Non-compliance with County Zoning Ordinances related to Temporary Use Permits.

Closed

- Insufficient data in Annual Report, Business Plan, and Financial Report.
- Required agreements not documented.
- Lack of supporting documentation to evidence that the required screenings of employees and volunteers were performed.
- Insufficient information provided to SANCA for required public service announcements and announcements of County programs.
- Insufficient documentation to determine contractual compliance with final reimbursement requests.
- Lack of monitoring for compliance with environmental provisions in the Agreement.
- Lack of monitoring for compliance with allowable expenditures of event revenues retained by SANCA.



SUMMARY AND RESULTS

Background

The purpose of the May 2016 Audit of Contract No. 2014-280 License and Operating Agreement – Sarasota County and Suncoast Aquatic Nature Center Associates, Inc was to ensure effective administration of the contract.

The original audit report concluded that:

- There was a lack of documented review and approval of the SANCA operating procedures, disaster plan, and generic donation agreements.
- There was non-compliance with the County Zoning Ordinances related to Temporary Use Permits.
- There was insufficient data in the Annual Report, Business Plan, and Financial Report.
- Required agreements were not documented.
- There was a lack of supporting documentation to evidence that the required screenings of employees and volunteers were performed.
- There was insufficient information provided to SANCA for required public service announcements and announcements of County programs.
- There was insufficient documentation to determine contractual compliance with the final reimbursement requests.
- There was a lack of monitoring for compliance with the environmental provisions in the Agreement.
- There was a lack of monitoring for compliance with allowable expenditures of event revenues retained by SANCA.

Objectives

The objectives of this follow-up audit were to evaluate the observations reported on the Contract No. 2014-280 License and Operating Agreement – Sarasota County and Suncoast Aquatic Nature Center Associates, Inc., 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 and obtained an understanding of Amendments made subsequent to the original audit report.
- Reviewed all events held at Nathan Benderson Park for fiscal years 2016 and 2017 through March and the corresponding Temporary Use Permit.
- Reviewed the fiscal years 2015 and 2016 Annual Report, Business Plan, and Financial reports.
- Reviewed the background checks for all employees hired after the original audit.
- Selected a sample of 20 volunteers and tested to ensure that background checks were performed and documentation kept on file.
- Ensured that the County provided SANCA with a listing of public service announcements and announcements of County programs to be broadcast at Nathan Benderson Park, and that evidence of them occurring is maintained.
- Evaluated all reimbursement requests sent by SANCA to the County for accrual at fiscal year end of 2016.
- Reviewed contracts with landscape maintenance and pest control services to ensure that environmental provisions are followed.

Overall Results

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

Open/Partially Completed Conditions and Pending Corrective Action*
1. Lack of documented review and approval of SANCA operating procedures, disaster plan, and the generic donation agreements.
2. Non-compliance with County Zoning Ordinances related to Temporary Use Permits.

Closed Conditions and Follow-Up Results*
3. Insufficient data in Annual Report, Business Plan and Financial Report.
4. Required agreements not documented.
5. Lack of supporting documentation to evidence that the required screenings of employees and volunteers were performed.
6. Insufficient information provided to SANCA for required public service announcements and announcements of County programs.
7. Insufficient documentation to determine contractual compliance with final reimbursement requests.
8. Lack of monitoring for compliance with environmental provisions in the Agreement.
9. Lack of monitoring for compliance with allowable expenditures of event revenues retained by SANCA.

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

Although two *Opportunities for Improvement* remain Open/Partially Completed, this concludes the follow-up audit process as it relates to Contract No. 2014-280 License and Operating Agreement – Sarasota County and Suncoast Aquatic Nature Center Associates, Inc.



OPEN/PARTIALLY COMPLETED CONDITIONS AND PENDING CORRECTIVE ACTION

Two of the nine conditions identified in the original report are currently open/partially completed and continue to require management attention.

1. Lack of documented review and approval of SANCA operating procedures, disaster plan, and the generic donation agreements

Current Status, Follow-Up Audit dated June 2017:

SANCA submitted the updated policies and procedures, safety plan, disaster plan, and donation form to the County in September 2016. In reviewing the submitted items, the following issue was noted:

- Although the generic donation form has been created, it is not being used consistently. All donations for fiscal year 2016 were reviewed. Donation forms were not completed for donations totaling \$1,155,126.48 which were received after the creation of the donation form (September 2016). Additionally, there was no support available for donations totaling \$2,289.81. Per Section 3.3 of the agreement, SANCA is required to maintain auditable records for all donations.

Amendment Four was approved in December of 2016. This amendment removed the requirement that the Operational Policies and Procedures and the Disaster Plan be reviewed by the County. The new requirement is that SANCA provides these items on an annual basis, which occurred on January 6, 2017.

Original Audit Observation, Report dated May 2016:

- Per the Agreement (Section 1.13), "SANCA shall develop written operational procedures and provide the draft document to the County for review and approval no later than October 1, 2014, with SANCA implementing no later than November 1, 2014." The Agreement further states that the procedures are to be reviewed by SANCA and the County at least annually.

The auditor was provided with documentation that indicates the draft operational procedures were provided to the County timely; however, documentation was not available to support that the procedures were reviewed and approved by responsible management.

- Per the Agreement (Section 17.2), "By October 1, 2014, SANCA shall develop a disaster plan in conjunction with the County for securing the Park and its facilities...SANCA shall update the disaster plan as reasonably necessary on an annual basis."

The auditor was provided documentation to support that SANCA made the disaster plan available to the County by October 1, 2014; however, documentation was not available to support that the plan was reviewed by responsible management.

Specifically, we observed that the disaster plan:

- was dated August 2014 and had not been updated on an annual basis as required by the Agreement.
- indicates that exercises will be conducted to test the responsiveness and capability of all or critical portions of the disaster plan. As of October 18, 2015, the auditor was advised that no such tests have been performed.
- states that the document is to be available at all times online on the NBP website. The plan was not posted and available on the website until October 22, 2015.

Additionally, the auditor observed that the Executive Summary of the disaster plan states that it is "...the Organization's authoritative operations document to be used in all phases of disaster management (Mitigation, Planning, Operations, Logistics, Finance & Administration, & Recovery)..." The document does not include a disaster recovery plan for the information technology (IT) infrastructure. Upon the auditor's inquiry, a separate document was provided indicating that a disaster recovery plan is in place for IT infrastructure.

- Per the Agreement (Section 3.3), "No later than June 1, 2014, SANCA shall submit generic forms of donation agreements to the County Administrator or designee for approval."

Documentation was not available to evidence that the required form was submitted by June 1, 2014, or that it was reviewed and approved by responsible management.

Original Recommendations, Report dated May 2016:

To ensure compliance with the Agreement and that the County is providing appropriate oversight, SANCA's Operational Procedures and Disaster Plan should have a documented review and approval annually by responsible management. Additionally, the donation form must be reviewed and approved by the County Administrator or designee.

Management Action Plan:

Sarasota County staff will continue to work with SANCA on use of Donation Forms for all types of donations. As a suggested improvement for the cash donations that are collected at Nathan Benderson Park Community Events we will ask that they complete a donation form for the entire amount of cash collected at each of these events.

2. Non-compliance with County Zoning Ordinances related to Temporary Use Permits.

Current Status, Follow-Up Audit dated June 2017:

SANCA provided the County with updated policies and procedures that outlined a requirement that Temporary Use Permits (TUP) are applied for and received prior to the event occurring.

All events for fiscal year 2016 subsequent to the original audit (June through September) and all events for fiscal year 2017 through April were reviewed to ensure that a TUP was applied for and received prior to the event occurring. During testing, the following issues were noted:

- For fiscal year 2016, two events held at Nathan Benderson Park did not have a permit issued. The permits were requested but steps to finalize the permit were not taken and as a result, the permits were never issued.
- For fiscal year 2017, one event did not have a permit issued. It was stated that the event was a training with a small regatta held at the end. This event, however, was listed on the event calendar.
- For fiscal year 2017, a total of four other events held at Nathan Benderson Park had permits issued between two and six days after the event start date.

Although SANCA has updated the policies and procedures to require that TUPs be obtained prior to an event occurring, it appears that this is not being consistently completed.

An on-site visit was performed one day prior to an event occurring. It was observed that the TUP was properly posted in front of the park office building, in compliance with SANCA's updated policies and procedures. Additionally, the TUP was observed displayed at the same location the day of the event.

Original Audit Observation, Report dated May 2016:

- Per the Agreement (Section 1.12), "SANCA will comply with the County's Temporary Use Permit process for all SANCA-sponsored events, shall cause third-parties to comply with the County's Temporary Use Permit application process and shall use its best efforts to ensure that third parties comply with Temporary Use Permits issued to such parties."

The auditor requested the TUPs for all events listed on the NBP Event Schedule, provided by the County, for FY 2015. Of the thirty-six (36) events listed, audit fieldwork detected six (6) instances in which the TUP was issued after the event was held. One TUP covering two events held in December 2014 (Sarasota Crew Intra-Squad Regatta held on December 6th and 13th) showed an issue date of March 30, 2015.

County Zoning Regulations Articles 5.5.3 and 5.5.4 list temporary uses that are exempt from the TUP process and uses that are required to have a TUP, respectively. We observed that an event held at NBP in April 2015 (Easter Sunrise Service) did not have a TUP issued; however, the event type

(temporary religious activity) was listed in the County Zoning Regulations as requiring the TUP.

County Zoning Regulations Article 5.5.1 requires that TUPs be displayed in a prominent location for the duration of the event. Standard protocol for an event occurring at NBP provides for the SANCA Event and Volunteer Manager to take the TUP to the event and maintain them with event related documentation.

Original Recommendations, Report dated May 2016:

Mandate compliance with the County Zoning Regulations related to display of TUPs in a prominent location for the duration of the events and ensure that TUPs are issued for events as required.

Management Action Plan:

In regards to Temporary Use Permit (TUP) for events held at Nathan Benderson Park, Sarasota County has adjusted the procedures for issuing TUPs allowing staff to issue the TUP at the same time as payment is made. This will eliminate the delay in a permit being issued as identified in the first and third bullets above.

In addition SANCA will continue to make sure that all events that are identified on their event schedule have a TUP associated with them or have documentation that one is not needed from Sarasota County Planning and Development Services.



CLOSED CONDITIONS AND FOLLOW-UP RESULTS

3. Insufficient data in Annual Report, Business Plan, and Financial Report

Current Status, Follow-Up Audit dated June 2017:

County management developed a checklist to better ensure compliance with certain provisions of the Agreement, including timely submission of the Annual Report, Business Plan, and Financial Report. Based on the audit work performed, it appears that the documents were submitted by February 28th in 2016 and 2017 and included all data required by the Agreement.

Original Audit Observation, Report dated May 2016:

- Per the Agreement (Section 12.4), “On or before February 28 of each year, SANCA shall provide to the County an annual report and a financial report in a format provided by the County covering the previous fiscal year ending September 30...The business plan shall be included as part of the financial report and shall provide a report as to the projected versus actual revenues and expenses for the previous fiscal year ending September 30th as well as projections for the next four years.”

The auditor was provided a copy of the required reports for FY 2014. Documentation was not available to confirm that the County received the documents by the required date of February 28, 2015. Additionally, the documents did not include the following information as required by the Agreement:

- net costs of events and amount of sales tax and hotel room nights as verified by Visit Sarasota County for each event and in total for the fiscal year.
- projected versus the actual revenues and expenses for the previous fiscal year.

The reports included a seven-year financial projection, showing an endowment fund to be established by September 30, 2014, with utilization of this fund beginning in FY 2019. SANCA management advised during audit fieldwork that the endowment fund had not been established.

Original Recommendations, Report dated May 2016:

Moving forward, ensure that all data required by the Agreement is included in the Annual Report, Business Plan and Financial Report and that documentation of when the packet was received by the County is retained. Additionally, the Annual Report, Business Plan and Financial Report should be reviewed by responsible County management, with applicable comments submitted to SANCA.

4. Required agreements not documented

Current Status, Follow-Up Audit dated June 2017:

Contract No. 2014-280 originally required that SANCA and the County create a written mutual agreement regarding the completion of the finish tower, grand stands, and safety improvements. On December 16, 2016, Amendment Four was approved which removed the requirement for a written agreement.

Amendment Two was approved on July 12, 2016, removing the requirement that the county and SANCA work collaboratively on a set of guidelines for naming rights. The requirement that naming rights should be in accordance with the applicable Sarasota County Ordinances and shall be subject to final approval by the County remains.

Original Audit Observation, Report dated May 2016:

- Per the Agreement (Section 2.1), “This Agreement will have an initial term beginning April 15, 2014, and ending September 30, 2019 (the “Term”). Provided SANCA completes the construction or installation of the finish tower, grand stands and safety improvements (as mutually agreed in writing by SANCA and the County on or before October 1, 2014), not less than six (6) months before the end of the initial Term and, in the absence of material reach, the Term shall be extended for an additional Term of ten (10) years.”

Documentation was not available to evidence that the County and SANCA mutually agreed and formalized in a written document by October 1, 2014, that SANCA will complete the construction or installation of the finish tower, grand stands and safety improvements not less than six (6) months before the end of the initial Term.

- Per the Agreement (Section 10.2), “The Parties shall work collaboratively on a set of guiding principles regarding naming rights. Naming rights shall be in accordance with applicable Sarasota County Ordinances and shall be subject to final approval by the County.”

Documentation was not available to support that these guidelines were developed as of the completion of audit fieldwork.

It was observed during audit fieldwork that the Nathan Benderson Park Foundation, Inc. (Foundation), a Florida not-for-profit corporation, was established on August 8, 2014. The Articles of Incorporation state that the purpose of the Foundation is, “to acquire funds and other assets by gift, donation and otherwise; to hold and invest the same; to provide funds and promote such activities for the improvement, preservation and protection of NBP...”

The Foundation’s website lists multiple opportunities for naming rights related to buildings and structures, park locations and spaces, major signage, and event support. The website states the mission of the Foundation is to raise funds for the completion of all of the capital improvements at NBP, along with the establishment and maintenance of a permanent endowment to support the NBP’s operations in perpetuity. Both County and SANCA management advised that there is no written agreement between SANCA and the Foundation.

Original Recommendations, Report dated May 2016:

To ensure compliance with the Agreement, the County should initiate the process to work collaboratively with SANCA to develop a written document to memorialize the mutual agreement with SANCA as required by Section 2.1. Additionally, the County should initiate the process to work collaboratively with SANCA and the Foundation to develop the guiding principles regarding naming rights.

5. Lack of supporting documentation to evidence the required screenings of employees and volunteers were performed.

Current Status, Follow-Up Audit dated June 2017:

Since the original audit, SANCA has updated the policies and procedures to require background checks on all volunteer applicants. This update also states that evidence of the background checks will be kept on file with the original volunteer application at the SANCA business office.

County Management performs a biannual compliance review by obtaining the names of volunteers observed at the Park during an event and then verifying that documentation of background checks are on file for those individuals in the SANCA business office. The County records, on the checklist created to better ensure compliance with certain provisions of the agreement, when a review is completed. The checklist indicates that one of the two reviews for fiscal year 2017 was completed on February 26, 2017.

During the review, a listing of all active volunteers and copies of all background checks were obtained, demonstrating that the documentation is kept on file at SANCA. Additionally, documentation of the background checks for the four employees hired since the original audit was provided.

Original Audit Observation, Report dated May 2016:

- Per the Agreement (Section 1.5), "...All SANCA employees, volunteers and contractors shall be screened in compliance with Florida laws regarding sexual predators."

Documentation was not available to evidence that the screenings occurred. However, responsible SANCA management indicated that the required screenings for employees and volunteers were being performed.

Original Recommendations, Report dated May 2016:

To ensure compliance with Florida laws regarding sexual predators and the safety of citizens, the County should monitor to verify that the required screenings are being performed.

6. Insufficient information provided to SANCA for required public service announcements and announcements of County programs

Current Status, Follow-Up Audit dated June 2017:

County Management provided documentation supporting that SANCA was given a list of announcements to be displayed on the digital signs at the Park for fiscal year 2017. Additionally, evidence that announcements were displayed as requested were provided, indicating that the County is monitoring for compliance.

Original Audit Observation, Report dated May 2016:

- Per the Agreement (Section 10.1), "SANCA shall control and maintain the tower and/or any electronic message centers, the sound, public address and related systems at the Park (collectively, the "AV" Information Systems"...SANCA will work cooperatively with the County to include a specified number of public service announcements and announcements of County programs"

Documentation was not available to evidence the specified number of announcements required to be broadcast. Additionally, documentation was not available to support announcements that had been broadcast.

Original Recommendations, Report dated May 2016:

To ensure compliance with the specific number of public service announcements and announcements of County programs, the County should document the specified number and type of announcements required to be broadcast. Sufficient documentation to support the broadcasting of the announcements should be maintained.

7. Insufficient documentation to determine contractual compliance with final reimbursement requests

Current Status, Follow-Up Audit dated June 2017:

The County developed and implemented a comprehensive tracking sheet to monitor all dates associated with each reimbursement request, including the date received via email from SANCA. Audit testing showed that the tracking sheet appears to be an effective tool to better ensure compliance with the contractual provisions related to timeliness of reimbursement requests, including those submitted for accrual at the end of the fiscal year.

Amendment Four, approved on December 10, 2016, specifies that SANCA shall submit accrual invoices eligible for reimbursement by seven business days prior to the year-end deadline. The County is required to notify SANCA of the deadline not less than 30 days prior to that date. Additionally, reimbursement requests for invoices to be accrued (not yet paid by SANCA) must be submitted no less than seven business days prior to the fund closure schedule each year, as provided to SANCA by the County. Requests not complying with those requirements will not be reimbursed.

Original Audit Observation, Report dated May 2016:

- Per the Agreement (Section 2.4.10), “Fiscal year end accruals for all unpaid invoices for services rendered during the term of the Agreement shall be submitted to the County no later than October 14 of each year in which reimbursement is payable.”

Review of all thirty-one (31) reimbursement requests for FY 2014 disclosed that five (5) reimbursement requests were received by Clerk Finance seventy-five (75) days past the end of the fiscal year and seventeen (17) days after the final cut-off date for processing the final fiscal year payments. There was no documented date on the forms of when the reimbursement requests were received by the County.

Original Recommendations, Report dated May 2016:

To ensure compliance with the provision related to final reimbursement requests for accrued expenses, reimbursement requests should be date stamped when received by the County.

8. Lack of monitoring for compliance with environmental provisions in the Agreement

Current Status, Follow-Up Audit dated June 2017:

County management provided the current contract between SANCA and a vendor for landscape maintenance, which includes pest management services. The contract contains a section on Integrated Pest Management (IPM) protocol and county applicator responsibilities, and is initialed by the vendor to indicate their agreement to adhere to the guidelines. Documentation was provided for two additional vendors that performed pest management services indicating that they were provided the IPM procedural guidelines. Additionally, documentation was provided indicating that SANCA maintains a record of all chemical treatments used during pest management services.

During an onsite visit to the Park, it was observed that trash and recycling containers were available in pairs throughout the park and were clearly marked as such.

Original Audit Observation, Report dated May 2016:

- Per the Agreement (Section 16.2), "SANCA agrees to comply with all county watering restrictions, IPM (Integrated Pest Management) practices related to maintenance of the Park vegetation and to provide for on-site recycling."

The County created the IPM Advisory Board on April 2, 1991, in response to the BCC Resolution No. 91-092, with BCC Resolution 2012-098 confirming the continued adoption of IPM as the County's standard pest management practice. The IPM Advisory Board is charged with, among other items, making recommendations on the approved list of products, policy matters, and management procedures related to pest management. To this end, the *Sarasota County Integrated Pest Management Procedural Guidelines* (Guidelines) were developed and implemented. The Guidelines include a list of approved pesticides for use by Sarasota County and contractors. The document specifies that use of products other than those included on the list is prohibited on any county owned property. Furthermore, the Guidelines include a section on IPM protocol and county applicator responsibilities, the latter of which is to be included in all county contracts.

SANCA entered into a contract with a vendor to provide landscape maintenance. The contract provides for pest management services, but did not include the county applicator responsibilities as defined in the Guidelines. Documentation was not sufficient to support that all chemicals used by the vendor are in accordance with the Guidelines. Although the County is not a party to the contract, the services provided are on county-owned property.

During audit fieldwork, it was observed that trash and recycling containers were available in pairs throughout NBP. Inspection of three (3) pairs of containers revealed that markings were not readily available to distinguish the recycle receptacle from the trash receptacle, resulting in all six (6) containers collecting trash.

Original Recommendations, Report dated May 2016:

To ensure compliance with environmental provisions of the Agreement, the County should require documentation supporting compliance with IPM practices as outlined in the Guidelines and work with SANCA to ensure that recycling containers are appropriately identified.

9. Lack of monitoring for compliance with allowable expenditures of event revenues retained by SANCA

Current Status, Follow-Up Audit dated June 2017:

Amendment One, which was approved on September 9th, 2014, contained language in *Section 2.4.3.1* which outlined restrictions as to how event revenue can be spent. Subsequent to the original audit, Amendment Four was approved on December 16, 2016. This amendment changed *Section 2.4.3.1* so that it no longer outlines restrictions to how event revenue can be spent but instead provides guidance on which expenses are eligible for reimbursement.

As a result of the passing of Amendment Four, it is no longer required that the County monitor how event revenues retained by SANCA are expended.

Original Audit Observation, Report dated May 2016:

- Per the Amendment (Sections 2.4.3 and 2.4.3.1), SANCA is allowed to retain event revenues received and use the revenues for eligible expenses. “Eligible uses for these revenues include, bid fees not paid by Visit Sarasota County, purchase of capital equipment for the park, staff training specific to operation of the park, community programming, improvements to the Park except capital improvements related to the 2017 World Rowing Championships, event bids, social media development and expenses related to the maintenance of the Park. Entertainment, travel and alcoholic beverage costs are not eligible for reimbursement.”

The auditor observed that SANCA records event revenues separately from other types of revenues in their general ledger; however, these funds are not tracked appropriately to ensure compliance with expenditure restrictions per the Agreement, as amended. Additionally, documentation was not available to evidence that the County is monitoring the expenditure of the retained event revenues.

Original Recommendations, Report dated May 2016:

To ensure compliance with the Agreement, as amended, the County should work with SANCA to develop and implement procedures to monitor expenditures of retained event revenues.





APPENDIX A

Following is the original *Audit of Contract No. 2014-280 License and Operating Agreement – Sarasota County and Suncoast Aquatic Nature Center Associates, Inc.* dated May 2016.

**AUDIT OF CONTRACT NO. 2014-280 LICENSE
AND OPERATING AGREEMENT - SARASOTA
COUNTY AND SUNCOAST AQUATIC NATURE
CENTER ASSOCIATES, INC.**

May 2016



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EXECUTIVE SUMMARY

OPPORTUNITIES FOR IMPROVEMENT

- 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 an independent audit of Contract No. 2014-280 **License and Operating Agreement between Sarasota County and Suncoast Aquatic Nature Center Associates, Inc.** (Agreement) and Contract No. 214-457 **Amendment No. 1 to the Agreement** (Amendment).
- The Agreement became effective April 15, 2014, and ends September 30, 2019, with provisions for extension.
- Sarasota County is contractually required to make annual reimbursements of up to \$463,722 for maintenance, administrative, and personnel expenses and \$325,000 for staging events through September 30, 2018. In fiscal year 2019, Sarasota County is required to reimbursement up to \$304,500 for maintenance and administrative expenses only.
- The Agreement and Amendment were reviewed to gain an understanding of the requirements.
- Compliance with provisions of the Agreement was tested by reviewing supporting documentation, interviewing responsible individuals, and making observations at the Nathan Benderson Park.
- Compliance was observed with certain provisions of the Agreement, while opportunities for improvement were identified.

Internal Control – Inefficient Contract Monitoring

Non-compliance with specific provisions:

- Lack of documented County review and approval of SANCA's Operational Procedures, Disaster Plan, and generic donation form.
- Temporary Use Permits not displayed during events and not obtained timely in accordance with County Zoning Ordinances.
- Insufficient data in the Annual Report, Business Plan and Financial Report.
- Mutual agreements required by the Agreement not documented.

Lack of Documentation to Assess Compliance:

- Screening of employees and volunteers per Florida laws.
- Tracking of required public service announcements and announcements of County programs.
- Insufficient documentation to determine compliance with the provision related to final reimbursement requests for accrued expenses.
- Insufficient documentation to determine compliance with environmental provisions.
- Insufficient documentation to ensure compliance with expenditures of event revenues retained by SANCA.



BACKGROUND AND OBJECTIVES

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. 2014-280 **License and Operating Agreement between Sarasota County and Suncoast Aquatic Nature Center Associates, Inc.** (Agreement) and Contract No. 2014-457 **Amendment No. 1 to the Agreement** (Amendment). 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 with the intention of developing 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, and ending September 30, 2019, with provisions for extension. 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. The Agreement includes provisions for annual reimbursements by the County to SANCA for maintenance, administrative, and personnel expenses up to \$463,722 and for the cost of staging events up to \$325,000 per fiscal year, through and including September 30, 2018. Beginning October 1, 2018, the Agreement requires the County to reimburse SANCA for maintenance and administrative expenses up to \$254,500 and \$50,000, respectively (this includes the July 14, 2015, BCC approved increase for maintenance expenses beginning with FY 2016).

Additionally, to create a world class rowing venue to benefit tourism and promote economic growth, 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 expenses paid by SANCA for the event subject to the provisions of the agreement. Compliance with the terms of the 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/Comptroller%20Services/Internal%20Audit).

Objectives, Scope and Methodology

The objective of this audit was to determine that policies and procedures are in place and documentation is available to support the effective and efficient administration of the Agreement and the Amendment. The scope of the audit included the time period April 15, 2014, 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 Contract No. 2014-280, the Agreement and Contract No. 2014-457, Amendment No. 1 to the Agreement.
- Performed inquiries of responsible personnel.
- Evaluated documentation for compliance with provisions of the Agreement.
- Observations by the auditor while onsite at NBP.
- Identified opportunities for improvement.



OPPORTUNITIES FOR IMPROVEMENT

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. Nine (9) 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 Agreement, Contract No. 2014-280 (Agreement) and Contract No. 2014-457 (Amendment) are included as Appendix A and Appendix B, respectively. Additionally, each observation references specific terms of the Agreement.

- 1. Lack of documented review and approval of SANCA operating procedures, disaster plan, and the generic donation agreements.**
- 2. Non-compliance with County Zoning Ordinances related to Temporary Use Permits.**
- 3. Insufficient data in Annual Report, Business Plan and Financial Report.**
- 4. Required agreements not documented.**
- 5. Lack of supporting documentation to evidence that the required screenings of employees and volunteers were performed.**
- 6. Insufficient information provided to SANCA for required public service announcements and announcements of County programs.**
- 7. Insufficient documentation to determine contractual compliance with final reimbursement requests.**
- 8. Lack of monitoring for compliance with environmental provisions in the Agreement.**
- 9. Lack of monitoring for compliance with allowable expenditures of event revenues retained by SANCA.**

1. Lack of documented review and approval of SANCA operating procedures, disaster plan, and the generic donation agreements

Observations:

- Per the Agreement (Section 1.13), “SANCA shall develop written operational procedures and provide the draft document to the County for review and approval no later than October 1, 2014, with SANCA implementing no later than November 1, 2014.” The Agreement further states that the procedures are to be reviewed by SANCA and the County at least annually.

The auditor was provided with documentation that indicates the draft operational procedures were provided to the County timely; however, documentation was not available to support that the procedures were reviewed and approved by responsible management.

- Per the Agreement (Section 17.2), “By October 1, 2014, SANCA shall develop a disaster plan in conjunction with the County for securing the Park and its facilities...SANCA shall update the disaster plan as reasonably necessary on an annual basis.”

The auditor was provided documentation to support that SANCA made the disaster plan available to the County by October 1, 2014; however, documentation was not available to support that the plan was reviewed by responsible management.

Specifically, we observed that the disaster plan:

- was dated August 2014 and had not been updated on an annual basis as required by the Agreement.
- indicates that exercises will be conducted to test the responsiveness and capability of all or critical portions of the disaster plan. As of October 18, 2015, the auditor was advised that no such tests have been performed.
- states that the document is to be available at all times online on the NBP website. The plan was not posted and available on the website until October 22, 2015.

Additionally, the auditor observed that the Executive Summary of the disaster plan states that it is “...the Organization’s authoritative operations document to be used in all phases of disaster management (Mitigation, Planning, Operations, Logistics, Finance & Administration, & Recovery)...” The document does not include a disaster recovery plan for the information technology (IT) infrastructure. Upon the auditor’s inquiry, a separate document was provided indicating that a disaster recovery plan is in place for IT infrastructure.

- Per the Agreement (Section 3.3), “No later than June 1, 2014, SANCA shall submit generic forms of donation agreements to the County Administrator or designee for approval.”

Documentation was not available to evidence that the required form was submitted by June 1, 2014, or that it was reviewed and approved by responsible management.

Recommendation:

To ensure compliance with the Agreement and that the County is providing appropriate oversight, SANCA’s Operational Procedures and Disaster Plan should have a documented review and approval

annually by responsible management. Additionally, the donation form must be reviewed and approved by the County Administrator or designee.

Management Response:

In reference to the observations identified above:

- Staff did receive and review operational procedures prior to the deadline; however, formal approval was not documented.
- Sarasota County Parks, Recreation and Natural Resources (PRNR), Sarasota County Sheriff, and Emergency Management Services have and will continue to work closely with SANCA staff on review and evaluation of the Nathan Benderson Park disaster and safety plans. This review will continue to include formal and informal drills and situational awareness training.
- SANCA has developed and provided Sarasota County a recovery plan for information technology infrastructure. This will be incorporated into the disaster plan when updated.
- A donation form was developed and delivered to Sarasota County per the agreement; however, formal approval needs to be documented.

A documented review process will be developed by PRNR staff to review SANCA's required documents and reports, such as the SANCA operational procedures, donation forms, and disaster and safety plans, as outlined in the SANCA Operational Agreement. Review processes will be implemented no later than September 30, 2016.

2. Non-compliance with County Zoning Ordinances related to Temporary Use Permits

Observations:

- Per the Agreement (Section 1.12), “SANCA will comply with the County’s Temporary Use Permit process for all SANCA-sponsored events, shall cause third-parties to comply with the County’s Temporary Use Permit application process and shall use its best efforts to ensure that third-parties comply with Temporary Use Permits issued to such parties.”

The auditor requested the TUPs for all events listed on the NBP Event Schedule, provided by the County, for FY 2015. Of the thirty-six (36) events listed, audit fieldwork detected six (6) instances in which the TUP was issued after the event was held. One TUP covering two events held in December 2014 (Sarasota Crew Intra-Squad Regatta held on December 6th and 13th) showed an issue date of March 30, 2015.

County Zoning Regulations Articles 5.5.3 and 5.5.4 list temporary uses that are exempt from the TUP process and uses that are required to have a TUP, respectively. We observed that an event held at NBP in April 2015 (Easter Sunrise Service) did not have a TUP issued; however, the event type (temporary religious activity) was listed in the County Zoning Regulations as requiring the TUP.

County Zoning Regulations Article 5.5.1 requires that TUPs be displayed in a prominent location for the duration of the event. Standard protocol for an event occurring at NBP provides for the SANCA Event and Volunteer Manager to take the TUP to the event and maintain them with event related documentation.

Recommendations:

Mandate compliance with the County Zoning Regulations related to display of TUPs in a prominent location for the duration of the events and ensure that TUPs are issued for events as required.

Management Response:

There was a delay in the issuing and execution of Temporary Use Permits (TUP) on six occasions. Since that time Sarasota County has changed the TUP process. SANCA has updated event processes and checklists to ensure that all TUPs are properly secured and displayed onsite. SANCA now displays a copy of all TUPs on the outside of their office building located on Regatta Island.

3. Insufficient data in Annual Report, Business Plan and Financial Report

Observations:

- Per the Agreement (Section 12.4), “On or before February 28 of each year, SANCA shall provide to the County an annual report and a financial report in a format provided by the County covering the previous fiscal year ending September 30...The business plan shall be included as part of the financial report and shall provide a report as to the projected versus actual revenues and expenses for the previous fiscal year ending September 30th as well as projections for the next four years.”

The auditor was provided a copy of the required reports for FY 2014. Documentation was not available to confirm that the County received the documents by the required date of February 28, 2015. Additionally, the documents did not include the following information as required by the Agreement:

- net costs of events and amount of sales tax and hotel room nights as verified by Visit Sarasota County for each event and in total for the fiscal year.
- projected versus the actual revenues and expenses for the previous fiscal year.

The reports included a seven-year financial projection, showing an endowment fund to be established by September 30, 2014, with utilization of this fund beginning in FY 2019. SANCA management advised during audit fieldwork that the endowment fund had not been established.

Recommendation:

Moving forward, ensure that all data required by the Agreement is included in the Annual Report, Business Plan and Financial Report and that documentation of when the packet was received by the County is retained. Additionally, the Annual Report, Business Plan and Financial Report should be reviewed by responsible County management, with applicable comments submitted to SANCA.

Management Response:

Since the SANCA agreement was in its infancy stages when the review period took place there was information that was not possible to produce such as projected revenue and expenses for a partial fiscal year. Subsequent reports and processes have already been improved and currently are meeting the reporting requirements of the agreement.

PRNR staff has developed a management checklist to ensure required documents are submitted annually by February 28th. Staff will review the submitted report for required data.

Management checklist will be implemented no later than September 30, 2016.

4. Required agreements not documented

Observations:

- Per the Agreement (Section 2.1), “This Agreement will have an initial term beginning April 15, 2014, and ending September 30, 2019 (the “Term”). Provided SANCA completes the construction or installation of the finish tower, grand stands and safety improvements (as mutually agreed in writing by SANCA and the County on or before October 1, 2014), not less than six (6) months before the end of the initial Term and, in the absence of material breach, the Term shall be extended for an additional Term of ten (10) years.”

Documentation was not available to evidence that the County and SANCA mutually agreed and formalized in a written document by October 1, 2014, that SANCA will complete the construction or installation of the finish tower, grand stands and safety improvements not less than six (6) months before the end of the initial Term.

- Per the Agreement (Section 10.2), “The Parties shall work collaboratively on a set of guiding principles regarding naming rights. Naming rights shall be in accordance with applicable Sarasota County Ordinances and shall be subject to final approval by the County.”

Documentation was not available to support that these guidelines were developed as of the completion of audit fieldwork.

It was observed during audit fieldwork that the Nathan Benderson Park Foundation, Inc. (Foundation), a Florida not-for-profit corporation, was established on August 8, 2014. The Articles of Incorporation state that the purpose of the Foundation is, “to acquire funds and other assets by gift, donation and otherwise; to hold and invest the same; to provide funds and promote such activities for the improvement, preservation and protection of NBP...”

The Foundation’s website lists multiple opportunities for naming rights related to buildings and structures, park locations and spaces, major signage, and event support. The website states the mission of the Foundation is to raise funds for the completion of all of the capital improvements at NBP, along with the establishment and maintenance of a permanent endowment to support the NBP’s operations in perpetuity. Both County and SANCA management advised that there is no written agreement between SANCA and the Foundation.

Recommendation:

To ensure compliance with the Agreement, the County should initiate the process to work collaboratively with SANCA to develop a written document to memorialize the mutual agreement with SANCA as required by Section 2.1. Additionally, the County should initiate the process to work collaboratively with SANCA and the Foundation to develop the guiding principles regarding naming rights.

Management Response:

Documentation of all aspects of the finish tower were received and approved by the County Administrator on January 25, 2016. SANCA and Sarasota County will memorialize the status of the grandstands and other safety improvements.

Sarasota County has been working closely with SANCA staff on a case by case basis for all naming right requests. During the period of time referenced in the audit no agreements or requests for naming rights had been brought forth to the County for review. It was not until the Fall of 2015 that a naming right request was received. Staff has been working with SANCA to develop guiding principles for naming rights of various capital improvements.

Principles will be implemented no later than September 30, 2016.

5. Lack of supporting documentation to evidence that the required screenings of employees and volunteers were performed

Observation:

- Per the Agreement (Section 1.5), "...All SANCA employees, volunteers and contractors shall be screened in compliance with Florida laws regarding sexual predators."

Documentation was not available to evidence that the screenings occurred. However, responsible SANCA management indicated that the required screenings for employees and volunteers were being performed.

Recommendation:

To ensure compliance with Florida laws regarding sexual predators and the safety of citizens, the County should monitor to verify that the required screenings are being performed.

Management Response:

SANCA has been performing the necessary screenings on employees and volunteers since their agreement was signed. To improve documentation of these results SANCA has made changes to their process and now manage an electronic file and additional documentation for each individual.

Sarasota County will monitor these screenings with the development of the SANCA Agreement Standard Operating Procedures which will include regular requests of the electronic database showing proof of required screenings.

Procedures will be implemented no later than September 30, 2016.

6. Insufficient information provided to SANCA for required public service announcements and announcements of County programs

Observation:

- Per the Agreement (Section 10.1), “SANCA shall control and maintain the tower and/or any electronic message centers, the sound, public address and related systems at the Park (collectively, the “AV” Information Systems”)...SANCA will work cooperatively with the County to include a specified number of public service announcements and announcements of County programs”

Documentation was not available to evidence the specified number of announcements required to be broadcast. Additionally, documentation was not available to support announcements that had been broadcast.

Recommendation:

To ensure compliance with the specific number of public service announcements and announcements of County programs, the County should document the specified number and type of announcements required to be broadcast. Sufficient documentation to support the broadcasting of the announcements should be maintained.

Management Response:

To date there are no permanent structures such as a finish tower, electronic message centers/boards or other public address systems at Nathan Benderson Park. Due to the lack of these items Sarasota County has not yet worked with SANCA staff to determine the appropriate number of public service announcements or the type.

As permanent AV equipment becomes available at NBP, the County will provide SANCA the number and type of announcements to be produced.

In the past public service announcements were limited to Sarasota County sponsorship recognition on temporary AV at large scale events.

Sarasota County will work with SANCA to provide announcements that can be displayed on temporary AV equipment at appropriate large scale events.

This will be documented in writing by September 30, 2016.

7. Insufficient documentation to determine contractual compliance with final reimbursement requests

Observations:

- Per the Agreement (Section 2.4.10), “Fiscal year end accruals for all unpaid invoices for services rendered during the term of the Agreement shall be submitted to the County no later than October 14 of each year in which reimbursement is payable.”

Review of all thirty-one (31) reimbursement requests for FY 2014 disclosed that five (5) reimbursement requests were received by Clerk Finance seventy-five (75) days past the end of the fiscal year and seventeen (17) days after the final cut-off date for processing the final fiscal year payments. There was no documented date on the forms of when the reimbursement requests were received by the County.

Recommendation:

To ensure compliance with the provision related to final reimbursement requests for accrued expenses, reimbursement requests should be date stamped when received by the County.

Management Response:

PRNR staff has updated their procedures to have all documents date stamped upon receipt to ensure timely submission of all requests for reimbursement.

8. Lack of monitoring for compliance with environmental provisions in the Agreement

Observations:

- Per the Agreement (Section 16.2), “SANCA agrees to comply with all county watering restrictions, IPM (Integrated Pest Management) practices related to maintenance of the Park vegetation and to provide for on-site recycling.”

The County created the IPM Advisory Board on April 2, 1991, in response to the BCC Resolution No. 91-092, with BCC Resolution 2012-098 confirming the continued adoption of IPM as the County’s standard pest management practice. The IPM Advisory Board is charged with, among other items, making recommendations on the approved list of products, policy matters, and management procedures related to pest management. To this end, the *Sarasota County Integrated Pest Management Procedural Guidelines* (Guidelines) were developed and implemented. The Guidelines include a list of approved pesticides for use by Sarasota County and contractors. The document specifies that use of products other than those included on the list is prohibited on any county-owned property. Furthermore, the Guidelines include a section on IPM protocol and county applicator responsibilities, the latter of which is to be included in all county contracts.

SANCA entered into a contract with a vendor to provide landscape maintenance. The contract provides for pest management services, but did not include the county applicator responsibilities as defined in the Guidelines. Documentation was not sufficient to support that all chemicals used by the vendor are in accordance with the Guidelines. Although the County is not a party to the contract, the services provided are on county-owned property.

During audit fieldwork, it was observed that trash and recycling containers were available in pairs throughout NBP. Inspection of three (3) pairs of containers revealed that markings were not readily available to distinguish the recycle receptacle from the trash receptacle, resulting in all six (6) containers collecting trash.

Recommendations:

To ensure compliance with environmental provisions of the Agreement, the County should require documentation supporting compliance with IPM practices as outlined in the Guidelines and work with SANCA to ensure that recycling containers are appropriately identified.

Management Responses:

As of February 2016, SANCA updated their contract with their landscape maintenance vendor and it includes reference to IPM requirements. In addition SANCA maintains complete records of all spraying that occur within the park including: date, type of chemicals, and area(s) treated.

PRNR staff has advised SANCA in writing that all landscape and pest management contracts shall include “IPM protocol and county applicator responsibilities”.

SANCA has labeled all recycling containers and will ensure that containers are appropriately identified.

9. Lack of monitoring for compliance with allowable expenditures of event revenues retained by SANCA

Observations:

- Per the Amendment (Sections 2.4.3 and 2.4.3.1), SANCA is allowed to retain event revenues received and use the revenues for eligible expenses. “Eligible uses for these revenues include, bid fees not paid by Visit Sarasota County, purchase of capital equipment for the park, staff training specific to operation of the park, community programming, improvements to the Park except capital improvements related to the 2017 World Rowing Championships, event bids, social media development and expenses related to the maintenance of the Park. Entertainment, travel and alcoholic beverage costs are not eligible for reimbursement.”

The auditor observed that SANCA records event revenues separately from other types of revenues in their general ledger; however, these funds are not tracked appropriately to ensure compliance with expenditure restrictions per the Agreement, as amended. Additionally, documentation was not available to evidence that the County is monitoring the expenditure of the retained event revenues.

Recommendation:

To ensure compliance with the Agreement, as amended, the County should work with SANCA to develop and implement procedures to monitor expenditures of retained event revenues.

Management Response:

SANCA processes all expense transactions using a transaction tracking form. This form allows for tracking of expenses to revenue accounts. SANCA has been notified in writing of the requirement to restrict event revenue dollars until such time that the language in the operating agreement can be clarified.





APPENDIX A

Contract No. 2014-280 License and Operating Agreement between Sarasota County and Suncoast Aquatic Nature Center Associates, Inc. (Agreement)

**LICENSE AND OPERATING AGREEMENT BETWEEN SARASOTA COUNTY AND
SUNCOAST AQUATIC NATURE CENTER ASSOCIATES, INC.**

THIS LICENSE AND OPERATING AGREEMENT ("Agreement") is made and entered into effective as of the 15th day of April, 2014 (the "Effective Date"), by and between SARASOTA COUNTY, a political subdivision of the State of Florida (the "County") and the SUNCOAST AQUATIC NATURE CENTER ASSOCIATES, INC. ("SANCA"), a Florida not-for-profit organization. The County and SANCA each may be referred to herein as a "Party" and are collectively referred to as the "Parties".

RECITALS

WHEREAS, Sarasota County is the owner of the 600 ± acres of real property located at 2500 Honore Avenue known as the Nathan Benderson Park, which is described in Exhibit "A" and referred to herein as the "Park", which includes fresh water lakes (the "Lakes") and an island ("Regatta Island"), upon which are or to-be-constructed vertical improvements such as a boathouse, grandstands and finish line tower; and

BOARD RECORDS
FILED FOR THE RECORD
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KAREN HANCOCK
CLERK OF THE DISTRICT COURT
SARASOTA COUNTY, FL

WHEREAS, the Park has been designed and constructed as a world class venue for a number of active and passive recreational activities, including the advancement of rowing and paddle sports on an amateur, high school, collegiate, national, and international scale, and which exhibits great opportunity for economic impact to our community; and

WHEREAS, the community has embraced the notion of rowing and other paddle sports by engaging in and volunteering for numerous regatta events for the past five years, building a strong base of support for this future endeavor; and

WHEREAS, the Tourist Development Council and the Sarasota County Commission both voted for and approved revenue bond funding in the amount of \$18,760,000.00 for the first two phases of construction of this future world class aquatic nature center, which would include a rowing facility; and

WHEREAS, the 2012 and 2013 Florida legislatures appropriated a total of \$10,000,000, collectively known as the State Funding Agreements, for improvements to the Park providing for the world class rowing center; and

WHEREAS, the County's first two phases of improvements to the Park are currently being implemented pursuant to Contract No. 2011-240, *Implementation Agreement for Phase I and Phase II of the Nathan Benderson Park*, as amended by Contract Nos. 2012-241, 2012-272, 2012-357 and 2012-471 (Amendment Nos. 1, 2, 3 and 4, respectively) and are expected to be complete in 2014; and

WHEREAS, as a result of the County's plans prepared consistent with Contract No. 2011-240, as amended, future improvements to the Park have been identified including, but not limited to, such vertical improvements as a starting tower, timing huts, wave attenuator and finish line tower; and

WHEREAS, there has been a strong interest by community leaders to develop a not-for-profit corporation and/or foundation which could monetarily support, advance, and promote the aquatic nature center, and raise funds for, and fund and implement improvements which may further enhance the environment for rowing and paddle sports consistent with the qualifications and requirements of a Fédération Internationale des Sociétés d’Aviron” (FISA) Class A facility; and

WHEREAS, a group of community leaders, together known as SANCA, voluntarily formed a not-for-profit corporation and filed for and received a 501(c)(3) designation from the I.R.S., with an initial purpose to provide funding and management of the nature and aquatic activities in the Park; and

WHEREAS, County wishes to enter into an agreement with SANCA for the operation and maintenance of the Park as a world class venue as well as a public park while at the same time generating positive economic impact to the County and region; and

WHEREAS, this Agreement has been developed to provide a foundation for a cooperative working and financial relationship between the Parties, as they work to further the common goal of developing a monetarily self-sustaining world class venue providing for nature, aquatic and other recreational activities, and allowing for SANCA to manage and operate the Park, including the activities at the Park to benefit tourism and promote economic development; and

WHEREAS, SANCA prepared and submitted a Business Plan to the Board on January 28, 2014; and

WHEREAS, the County anticipates providing a contribution toward operating expenses through Fiscal Year 2018.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein, and the mutual covenants, promises, conditions and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. LICENSED PREMISES; USE AND OPERATION.

1.1 The County agrees to grant to SANCA a license for the operation of the Park and the structures therein (the “License”) on an exclusive basis, including all improvements, fixtures and furnishings located on or being constructed thereon relating to any of the same for the term of this Agreement. SANCA will have the right and responsibility, with financial assistance from the County to the extent set forth herein, to operate the Park, including, but not limited to, outdoor water based or water-dependent space and running tracks at the Park for the advancement of rowing, paddle sports, running and/or other related or compatible activities. This shall be on an exclusive basis during the Term (as defined below) subject to the provisions of this Agreement. This License is subject to all easements of record. Activities in the lakes north of North Cattlemen Road shall be restricted to those which are educational, recreational or passive in nature and shall not include activities such as boat races. SANCA may request clarification from the County as to those activities which are not permitted.

1.1.1 This shall be on an exclusive basis during the Term (as defined below) subject to the provisions of this Agreement and subject to any and all easements, licenses and permits of record as of the effective day of this Agreement, including any rights or obligations conferred or imposed upon the County or any third party by any such easements, licenses or permits, which such rights and obligations shall in no way be diminished or impaired by this Agreement.

1.1.2 SANCA acknowledges that the Park includes that portion of the North Cattlemen Road right of way which is currently unpaved. SANCA further acknowledges that during the initial term of this Agreement or any renewal thereof, the County may from time to time find it appropriate to widen, expand, construct or reconstruct North Cattlemen Road and ancillary structures and improvements outside its currently paved area. In such event, SANCA shall, at the County's request, execute an amendment to this Agreement deleting from the area of the Park any lands required by the County for such purposes.

1.2. The Park is the property of the County, and except for that portion of the Park identified as Regatta Island on Exhibit "A", hereto, SANCA agrees to allow general public access to all outdoor areas of the Park during County ordinance-based posted park hours for the general public's use and enjoyment, except areas previously reserved, booked, programmed or scheduled by SANCA for a special event, construction or maintenance activities, or events described in Sections 1.3 or 1.4. The security of Regatta Island is the sole responsibility of SANCA.

1.3. Bookings and Reservations. SANCA shall be responsible for managing all bookings and reservations at the Park whether SANCA-sponsored events or events sponsored by third-parties. Subject to Section 1.11, below, priority will be given to:

- a. Public events which generate or are projected to generate tourism, marketing and economic benefits to Sarasota County;
- b. Public or private events which will generate revenue to support operation and maintenance of the Park and/or SANCA's responsibilities under this Agreement; and
- c. Events expressly conducive to the unique attributes of this water-oriented venue.

Those events that are categorized as having a projected economic benefit to Sarasota County shall be based on estimates and/or event history of hotel room usage, direct and indirect economic benefit as verified in writing by Sarasota Convention and Visitor's Bureau, Inc. d/b/a Visit Sarasota County. Economic benefit shall also be verified in writing by Visit Sarasota County after these events have been held. SANCA shall submit adequate information to Visit Sarasota County in a timely manner so as to obtain projected economic benefit prior to reservation or booking and to document economic benefit within a reasonable time following the event.

1.4. Other Uses. In addition to any other SANCA uses of the Park, SANCA may, in its sole discretion, permit the use of the Park for other lawful community or private events and charge third parties for use.

1.5. Non-Discrimination. SANCA shall not discriminate in its scheduling, availability, use, contracting, or hiring of employees because of race, religion, marital status, age, color, sex,

handicap or national origin. All SANCA employees, volunteers and contractors shall be screened in compliance with Florida laws regarding sexual predators. All such individuals who are responsible for collecting and/or accounting for revenues shall be insured and bonded.

1.6. Community Programming. Based on availability, SANCA agrees to develop and provide programming for the community and general public at the Park and other County locations, including south Sarasota County. This may include, but not be limited to, Community Rowing Programs, Learn to Row Programs, Adaptive Rowing Programs, coordination with local teams, coordinating teams who come to Sarasota to train. SANCA may provide availability for teams of all skill levels to learn, train and practice at the Park, orchestrate regattas and competitions, and program the Park in compatible ways that will sustain and support the capital and operational costs of the Park, including charging fees for programs or facility use.

1.7. Visiting Team Coordination. SANCA shall be responsible for providing coordination of a county-wide and/or regional effort to schedule and accommodate rowing activities of visiting teams in collaboration with the County and Visit Sarasota County. Use of other county facilities will be scheduled through the Parks & Recreation Department.

1.8. Record-Keeping. SANCA will utilize an electronic system to schedule and account for records of use, events, participation, and payments at or for the Park. At any time, the County may request and receive or inspect documentation of any and all records including, but not limited to, financial records such use and events.

1.9. Safety Plan.

1.9.1. On or before June 30, 2014, SANCA will implement a written safety plan (the "Safety Plan") for the Park to ensure the safety of the public, park patrons and participants is of first and foremost importance. SANCA will also provide any on-site security needed to maintain a safe, secure and protected site. The safety plan shall include all aspects of Park use and management, including but not limited to traffic, water safety, inspections of Park equipment (including but not limited to monthly inspections of playground equipment by a certified playground inspector), grounds and facilities and correction of issues on a regular basis, medical emergencies and provision of security and/or law enforcement services. Implementation of the safety plan through inspections and corrective action shall be documented by written reports on an ongoing basis. Prior to implementation, SANCA shall provide the County and the Sarasota County Sheriff with reasonable opportunity to review and make recommendations on the Safety Plan. Following initial implementation, the safety plan shall be submitted annually to the County and the Sarasota County Sheriff for review and recommendations.

1.9.2. The Parties acknowledge and agree that (i) the Safety Plan and security planning are limited to the boundaries of the Park subject to this License, and (ii) the Sheriff's resources are not committed to the Park by this agreement but SANCA remains eligible to request resources from the Sheriff.

1.10. Trespass Warnings. SANCA will develop and post Park rules as approved by the County. SANCA is authorized to contact law enforcement to issue trespass warnings in compliance with the County's trespass ordinance, as it may be amended.

1.11. Neighborhood Communications. SANCA will communicate regarding the use of the Park with local neighbors, neighborhood groups and area businesses and strive to select and coordinate events and activities that are compatible with the surrounding community. SANCA agrees to respond in a timely manner to all concerns and complaints and to work collaboratively with all neighbors and users of the Park.

1.12. Event Coordination. SANCA will comply with the County's Temporary Use Permit process for all SANCA-sponsored events, shall cause third-parties to comply with the County's Temporary Use Permit application process and shall use its best efforts to ensure that third-parties comply with Temporary Use Permits issued to such parties. SANCA may submit Temporary Use applications to the County for multiple events providing all required information and documentation is included.

1.12.1. SANCA will comply with all the terms and conditions of the Temporary Use Permits issued by the County for SANCA-sponsored events and for events hosted by third-parties under an agreement with SANCA.

1.12.2 When required by the County or the County Sheriff's Office personnel, SANCA will execute a Special Detail Employment contract with the Sarasota County Sheriff's Office no less than 14 days prior to any SANCA-sponsored event or ensure that events conducted by third-parties at the Park pursuant to an agreement with SANCA do so. SANCA agrees to provide full and complete information to the Sarasota County Sheriff's Office personnel for the purpose of evaluating the appropriate levels of law enforcement services. Failure to comply with this provision shall be considered a breach pursuant to Section 19 of this agreement.

1.12.3. The County will draft and consider proposed Zoning Code Amendments to provide for a more streamlined process for review of routine events. The County also will consider SANCA's request for potential events at the Park which may conflict with the current allowed uses, including consideration of amending applicable ordinances or regulations. Nothing herein should be construed as limiting the County's regulatory authority.

1.12.4. In an effort to better coordinate the scheduling of events at the Park with other events in the County, SANCA will provide the following parties with an annual schedule of events with estimated attendance, updated on at least a quarterly basis:

- a. County Administrator or Designee;
- b. County Parks & Recreation Director;
- c. President, Visit Sarasota County; and
- d. Sarasota County Sheriff or Designee

1.13. Operational Procedures. SANCA shall develop written operational procedures for the Park. A draft of such procedures shall be provided to the County Administrator or designee for review and approval not later than October 1, 2014. SANCA shall implement the procedures no later than November 1, 2014 and thereafter such procedures shall be reviewed at least annually by the Parties. The procedures shall identify an on-site SANCA Park manager who shall have responsibility for daily operations of the Park, including but not limited to, coordination with the County on all matters which may affect use and maintenance of the Park, timely contact and responsiveness to third-party inquiries concerning events and rental of the Park, preparation of contracts with third-parties, Temporary Use Permit process and requirements, event set-up and

tear-down, customer and citizen questions and complaints, and after-hours response.

1.14. County Parks and Recreation Events Uses. SANCA-sponsored Events and programs, including all rowing, paddle and running related activities, shall have priority scheduling status at all times at the Park. The County shall be entitled to use the Park without charge, except for actual expenses of SANCA attributable to such County use, up to three times per year, to be coordinated through the County Administrator or designee. Such use shall not conflict with an event scheduled by SANCA categorized as providing or projecting to provide economic impact to Sarasota County as referenced in Section 1.3(a).

1.15. County's Right of Entry. The County and Sheriff's Office personnel reserve the right to enter any portion of the Park for any purpose at any time. In addition, the County reserves the right to enter any buildings or structures upon reasonable prior notice to SANCA, notwithstanding any exclusive right of SANCA to use such areas, buildings or structures, if in the reasonable judgment of the County, entry is necessary to inspect, repair or maintain the Park, or is necessary to protect the public health, safety or welfare. The County Administrator or designee shall be provided a set of keys or codes to access secured areas or buildings.

1.16. State of Florida Requirements. SANCA shall comply with the following requirements imposed by the State of Florida.

1.16.1. State funding Agreements and Grants. SANCA shall be responsible for providing all reports and documentation related to the Park that are required in any State Funding Agreements or any other funding agreement or grants received for the benefit of the Park. Such documentation shall be auditable and shall be submitted in a complete manner on or before the required deadlines.

1.16.2. State Use of Park. The State Funding Agreements include provisions that Enterprise Florida, Inc. is granted a total of six (6) rent-free usage days annually, through the terms of the State Funding Agreements. These events are to be managed by Florida Sports for the Sunshine State Games or other activities as mutually scheduled 380 days prior and are in addition to the County's allowed events and uses described herein. Furthermore, Florida Sports is granted access, vending rights and distribution of promotional materials at the Park consistent with the State Funding Agreements.

1.17. Notifications to County. SANCA shall promptly address all issues that present a concern for life, health or safety. In such cases, SANCA shall notify the County Administrator or designee within 24 hours with details and the plan for addressing the issue. SANCA shall also notify the County Administrator or designee as soon as possible but no less than three hours following serious accidents or other emergencies.

1.18. Compliance with Law. SANCA shall operate the Park and in all other respects perform its obligations under this Agreement in full compliance with all applicable laws and ordinances.

2. TERM OF THE AGREEMENT; REVENUES; PAYMENTS.

2.1. Term. This Agreement will have an initial term beginning April 15, 2014 and ending September 30, 2019 (the "Term"). Provided SANCA completes the construction or installation of the finish tower, grand stands and safety improvements (as mutually agreed in writing by SANCA and the County on or before October 1, 2014), not less than six (6) months before the end of the initial Term and, in the absence of material breach, the Term shall be extended for an additional Term of ten (10) years. Thereafter, the Term, in the absence of any material breach, may be further extended for three (3) successive terms of ten (10) years each at the election of SANCA. Notwithstanding the termination of this Agreement, for any reason, the County, subject to all applicable County Ordinances, agrees to honor the terms and duration of all naming rights agreements approved pursuant to Section 10.2 below.

2.2. License Fee. The License Fee for the Initial Term as well as any extensions of the Initial term as set forth above shall together be ten dollars and 00/100 (\$10.00), payable in advance at the time of execution of this Agreement.

2.3. Revenues. Effective upon execution of this Agreement, and except as provided herein or pursuant to other Agreements with the County, SANCA shall have the right to retain all revenue, proceeds and fees generated by events and activities at the Park during the Term of the Agreement. Such revenues shall include, but are not limited to, admission tickets, parking fees, fees for transportation to, from and within the Park including but not limited to buses and trolleys, promotions, broadcasting and filming rights, sponsorships, advertising, signage, concessions, vendors/vending, license fees, rental or facility use fees and associated event charges, launch rentals, rental fees, storage fees and all other sources of revenues, including revenues generated by fundraising activities or donations made for the benefit of the Park. SANCA shall use all such revenue to pay operational, maintenance, event or capital costs of the Park. No revenue generated shall be used for any expenses not directly related to the Park without the written approval of the County Administrator. SANCA will be responsible for real estate taxes, fees, special assessment, sales and use tax. The County represents and warrants that no real estate taxes, fees, special assessment, sales and/or use tax is accruing, due or owing on the effective date of this Agreement.

2.4. Payments by the County

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

2.4.2. In addition, the County will reimburse SANCA for actual personnel expenses up to \$91,439 for FY14 for the cost of employee salaries and benefits. For FY15, the County will reimburse SANCA for actual personnel expenses up to \$213,722 (FY15 annual base amount). Invoices may be submitted monthly and must include name and job title of each employee and sufficient documentation of payroll expenditures to support reimbursement of SANCA's requested invoice amount.

2.4.3. In addition, the County will reimburse SANCA up to \$325,000 per fiscal year for SANCA's net cost of staging events in the Park which meet the criteria in Section 1.3 above. Costs of preparing bids for events, entertainment, travel and alcoholic beverage costs are not eligible for reimbursement. The determination of expenses that are considered reimbursable is at the sole discretion of the County. SANCA may request clarification of whether an expense is reimbursable from the County prior to purchase.

2.4.4. In addition, the County shall reimburse SANCA for the actual cost of general administrative and operating expenses up to \$50,000 per fiscal year. The determination of expenses that are considered reimbursable is at the sole discretion of the County. SANCA may request clarification of whether an expense is reimbursable from the County prior to purchase.

2.4.5. Upon SANCA's request, the County Administrator or designee, shall be authorized to reallocate the reimbursement amounts set forth in Sections 2.4.1 through 2.4.4 between and among the reimbursable expenses; provided, however, that the total of such reimbursements shall not exceed the total of the amounts specified in those sections.

2.4.6. SANCA may submit a written request to the County Administrator or designee for an increase in the reimbursement amounts set forth in Sections 2.4.1 through 2.4.4 for consideration during the FY15 and subsequent fiscal years budget processes. Appropriate documentation and justification shall be provided by SANCA. The County may adjust the annual reimbursement limits for expenses in 2.4.1 through 2.4.4 by amending the Agreement subject to the annual budget process or specific action of the Board of County Commissioners. Invoices shall be in a format approved by the Clerk of the Circuit Court and County Controller.

2.4.7. Beginning October 1, 2018, the County shall no longer be responsible for reimbursing SANCA for personnel and event expenses as delineated in Sections 2.4.2 and 2.4.3. The County shall continue to be responsible for reimbursement of grounds maintenance and administrative and operating expenses up to the amount being paid in FY18 as delineated in Sections 2.4.1 and 2.4.4.

2.4.8. To the extent that any accounting review or audit establishes a deficiency between County reimbursements made and amounts actually expended or a surplus of payments over expenditures, such deficiency shall be repaid by SANCA or credited against future SANCA invoices for reimbursement.

2.4.9. SANCA's Business Plan may reflect anticipated revenues and payments from other sources, including but not limited to, Manatee County and Benderson Family Foundation. Failure to obtain these anticipated revenues and payments does not obligate Sarasota County to make additional financial or in-kind contributions to SANCA.

2.4.10. Fiscal year end accruals for all unpaid invoices for services rendered during the term of this Agreement shall be submitted to the County no later than October 14 of each year in which reimbursement is payable. Final reimbursement requests for services rendered during the term of this Agreement shall be submitted to the County no later than

November 28 of each year. Reimbursement requests not included in the fiscal year end accruals will not be reimbursed. This provision shall survive the termination or expiration of this Agreement.

2.5. Park Staffing. Effective within thirty days after the effective date of this Agreement, SANCA will hire the person who currently holds the position as Operational Manager III for the Park as a County employee and will retain that person as a SANCA employee for a period of one year, contingent upon acceptable performance which is at the sole discretion of SANCA.

3. FUNDING AND FUNDRAISING

3.1 Operational Funding. The Parties acknowledge that SANCA will take the lead role in acquiring and seeking funding for operational expenses from individuals, other governmental entities, non-profit groups and foundations, businesses, and other funding sources (the "Funders") through grants, sponsorships, advertising of major sponsors, donations, etc. SANCA may also conduct fundraising activities including the sale of advertising signage at the Park for the sole benefit of SANCA's responsibilities under this Agreement.

3.2 Capital Funding. SANCA may allow Funders to sell for the Park's sole benefit, naming rights to fund vertical structures and other major improvements at the Park as approved by Sarasota County. Structures such as a boat house(s), towers, timing huts, bleachers, docks, water access, and other capital improvements may be included. Naming rights shall be in accordance with the principles contemplated in Section 10.2, below. SANCA may also conduct fundraising activities and apply for grants and sponsorships for capital improvements that benefit the Park.

3.3 Donation Records.

3.3.1 No later than June 1, 2014, SANCA shall submit generic forms of donation agreements to the County Administrator or designee for approval. The agreement(s) should include, but are not limited to, those for cash donations without donor restrictions, cash donations with donor restrictions, donations of items with a current market value in excess of \$10,000 and donations for capital facilities, including naming rights.

3.3.2 SANCA shall maintain auditable records for all donations, including documentation that all donations have been used in accordance with the donation agreement.

3.3.3 With County approval and subject to applicable County ordinances, donation agreements may provide for naming rights or other donor restrictions that exceed the Initial Term of this Agreement.

4. PARK CAPITAL IMPROVEMENTS.

4.1 Subject to the applicable provisions of Section 11, SANCA may develop and construct additional capital improvements to the Park during the Term, and acknowledges that any such improvements shall immediately be subject to this Agreement.

4.2 SANCA shall prepare and provide to the County all plans showing such additional improvements, an estimate of the cost of the improvements, and documentation of SANCA's financial capacity or a funding agreement for a third-party to pay for such improvements prior to submittal of any governmental permits or approvals. The County Administrator or designee shall have the right to review all proposed SANCA improvements, approval of which shall not be unreasonably delayed or withheld.

4.3 All improvements installed or constructed by SANCA, to include those identified in Sections 3 and 4, shall be coordinated as not to impede or cause delays to the County's improvements to the Park, to include the first two phases of Park improvements identified in County Contract No. 2011-240, as amended. SANCA shall not remove, alter or disturb any Phase I or II improvements without the express written consent of the County.

4.4 At the option of the County, all capital improvements shall become the property of the County at the expiration or termination of this Agreement. Prior to exercising this option, the County shall obtain an opinion of its bond counsel that the transfer of ownership will not adversely affect the tax exempt status of the bonds referenced in the recitals above.

5. PROCUREMENT OF PROFESSIONAL SERVICES, CONSTRUCTION SERVICES AND OTHER CONTRACTUAL SERVICES; WAIVER OF APPLICATION OF SARASOTA COUNTY PROCUREMENT CODE

5.1 The provisions of this Section 5 shall apply to contracts entered into by SANCA for the purposes set forth below and which are funded in whole or in part by the County. For contracts which are funded in whole or part by other entities, SANCA shall comply with all applicable laws and regulations in procuring those services.

5.2 SANCA shall procure the services of professionals, such as engineers, surveyors, architects and landscape architects in accordance with the requirements of the Consultants' Competitive Negotiations Act, Sec. 287.055, Fla. Stat. SANCA shall not be responsible to adhere to the provisions of the Sarasota County Procurement Code, which are waived and deemed inapplicable to the procurement of professional services by SANCA. SANCA shall be authorized to enter into professional services contracts following the effective date of this Agreement. SANCA shall include termination provisions in any professional services contracts that will allow SANCA to limit the obligation to pay for professional services to those services rendered prior to receipt of a notice of termination.

5.3 SANCA shall procure construction services through either a competitive sealed bid or competitive sealed proposal process that complies with Sec. 255.20, Fla. Stat. and shall be required to publicly announce in compliance with Sec. 255.0525, Fla. Stat. SANCA shall not be responsible to adhere to the provisions of the Sarasota County Procurement Code, which are waived and deemed inapplicable to the procurement of construction services by SANCA. SANCA shall ensure a competitive selection process by which local construction firms shall be provided a local preference to the extent practicable.

5.4 The Parties acknowledge that SANCA may procure other contractual services, including but not limited to, technical, non-professional, or subject-matter experts. For the procurement of such other contractual services that are neither professional services nor

construction services as defined in Sections 5.2 and 5.3, SANCA shall not be responsible to adhere to the provisions of the Sarasota County Procurement Code generally which are waived and deemed inapplicable to the procurement of other contractual services.

5.5 In the event SANCA undertakes the construction or installation of improvements funded in whole or in part by the County or by funds provided to the County for such purpose, the County reserves the right to require SANCA to furnish the County with a payment and performance bond that meets the criteria set forth in section 255.05, Florida statutes.

6. FINANCIAL RESPONSIBILITY.

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

7. PUBLIC RECORDS; OPEN MEETINGS.

7.1 SANCA shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform its services under this Agreement.

7.2 SANCA shall provide the public with access to public records on the same terms and conditions that the County 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.

7.3 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.

7.4 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 County.

7.5 To the extent it is subject to the requirements of Section 286.011, F.S., and Section 24(b) of Article I of the Florida Constitution, 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 the County from any and all claims, suits and actions brought by third parties against the County asserting that SANCA has failed to comply, in whole or in part, with such requirements.

8. FEES; TICKET; ADMISSIONS; SALES; PARKING.

8.1 Use Fees. To offset operating and capital expenses, SANCA shall charge reasonable fees for the use of the Park, buildings, facilities and open space for public and private events as well as for event staffing, rental of equipment and other services. SANCA shall set the prices for all areas, buildings and events at the Park that SANCA has exclusively built or those areas SANCA manages and oversees. SANCA may waive or reduce fees at its discretion, particularly for events with significant economic impact for Sarasota County. SANCA may accept third-party donations to pay all or part of event expenses that would otherwise be charged to the participant.

8.2 Parking. During the times of SANCA Events, SANCA shall manage the parking at the Park. SANCA shall collect and retain all parking fees and related revenues derived there from (after payment of applicable expenses, including any taxes or charges or payment to any parking operator(s) and reimbursement of incremental, out-of-pocket expenses in connection with the collection of parking revenues).

9. CONCESSIONS; VENDING; VENDORS.

SANCA shall manage and receive all revenues from the sale of concessions, vending, or vendor booth space of all foods, beverages, merchandise, novelties and logo items and the like related to the Park offered or sold during SANCA Events, including, but not limited to, programs, t-shirts, or novelty items. SANCA may also collect fees for launch rentals, or storage. SANCA shall be free to operate concessions, vending machines, vendor village, storage areas in-house or contract with a third party(ies) to operate such concessions on terms and conditions approved by SANCA. SANCA shall require that all contractors, vendors and concessionaires provide insurance naming Sarasota County as an additional insured. Third party concessionaires or vendors shall be permitted on the Park and all fees shall be collected and retained by SANCA. SANCA will assure that all applicable County, State or Federal permits, rules ordinances and/ or regulations will be followed.

10. TOWERS; ELECTRONIC ADVERTISING; AND NAMING RIGHTS.

10.1. AV Information Systems. SANCA shall control and maintain the tower and/or any electronic message centers, the sound, public address and related systems at the Park (collectively, the "AV Information Systems") for any and all events at the Park during the Term including filming and broadcasting rights. SANCA will work cooperatively with the County to include a specified number of public service announcements and announcements of County programs. SANCA's personnel or designee shall operate all AV Information Systems at all times during the Term unless SANCA agrees otherwise; however, during County events, and subject to SANCA's right and obligation to operate the AV Information Systems, the County shall have the right at no cost to determine the audio / visual content and will retain all filming and broadcast rights for such events. Permanent cellular communication towers are excluded from this Agreement, and require approval by the County. All signage, music, amplification systems and sound systems shall be operated in accordance with applicable County ordinances.

10.2. Naming Rights. The Parties shall work collaboratively on a set of guiding principles regarding naming rights. Naming rights shall be in accordance with applicable Sarasota

County Ordinances and shall be subject to final approval by the County. The name of the Park shall remain "Nathan Benderson Park ." All revenues from naming rights shall be retained by and belong to SANCA.

10.3. Survivals. Notwithstanding the termination of this Agreement for any reason, the County agrees to honor all naming rights agreements previously approved by the County for the full duration of their terms.

11. PROMOTION AND TOURISM.

11.1. Promotion and Marketing Plan. SANCA acknowledges that the County and State of Florida have undertaken a substantial financial responsibility to fund the Park. SANCA agrees to develop an ongoing promotions and marketing plan in coordination with Visit Sarasota County for the purpose of promoting Sarasota County as a desirable and attractive year-round vacation location, promoting ecotourism, paddle-sports, and as a rowing destination venue. SANCA shall provide copies of the plan and all promotional materials to the County Administrator or designee and Visit Sarasota County.

11.2. SANCA and County Cooperation in Promotion of the Park. During the Term, at all times, the County and SANCA shall collaborate with respect to promotions of the Park for all lawful purposes, including all events conducted thereon or therein, except as expressly provided herein. SANCA may use commercially reasonable efforts to market the Park actively during the Term. SANCA shall be entitled to retain all "promoter" fees, if any, in connection with any revenue-generating events at the Park, except for County-Sponsored Events as defined in section (unless SANCA and County expressly agree otherwise).

11.2.1 Sarasota County shall be identified in a primary position on all promotional materials, including the website and other electronic materials, related to the Park and on all Park permanent and temporary signage such as event banners, etc. SANCA shall coordinate with the County's Director of Communications on the manner in which the County should be identified.

12. OPERATIONS AND MAINTENANCE; ANNUAL REPORTS.

12.1. Park Operations. Except as to County events as provided in Section 1.13, SANCA shall be solely responsible for payment of all operating expenses and routine maintenance and repairs of the Park during the Term. SANCA shall operate the Park on a daily basis in a safe, clean, attractive, and first class manner and shall provide EMS, traffic control, and security as needed or required by the appropriate agencies for SANCA-sponsored events or third-party events conducted at the Park pursuant to an agreement with SANCA. The County shall be responsible to provide such on-site, EMS, traffic control, and security for County-sponsored events or as otherwise required by the safety plan approved by the County as provided in Section 1.9.

12.2. Cleaning and Maintenance. Throughout the Term and except as otherwise expressly provided herein, SANCA shall be responsible for and provide all cleaning and operational maintenance services for the Park and any improvements made during the Term of the Agreement. For purposes of this Agreement, operating expenses and routine maintenance

and repair services shall mean those ordinary cleaning, landscape, maintenance and ordinary repair services necessary to keep the Park in first class, good and working condition and are ordinary and recurring expenses for current repair and maintenance that do not improve an asset or add to its useful life and that are not treated as capital expenses for federal income tax purposes.

12.2.1 Operating expenses and routine maintenance and repair services required of SANCA pursuant to this Section 12.2 shall not mean those maintenance, inspection, monitoring or repair services which are required of third parties or the County pursuant to the requirements of all applicable permits issued to third parties or the County (including those permits listed in Exhibit B hereto) in areas encompassed within the Park or which are otherwise necessary for Sarasota County to maintain North Cattlemen Road consistent with County standards for similar facilities.

12.2.2 Except as set forth in Section 2.4 above, or as otherwise provided in this Section 12.2, the County shall have no responsibility for any operating or routine maintenance or repair expenses for the Park except as related to County events or County approved recreational activities pursuant to Section 1.14. To the extent that there are damages during County use, the County will make necessary repairs at County expense.

12.3. General Conditions of Use of the Park. The costs and expenses for other events requested by third parties shall be the responsibility of the requesting party, unless otherwise agreed to by SANCA.

12.4 Annual Report, Business Plan and Financial Report. On or before February 28 of each year, SANCA shall provide to the County an annual report and a financial report in a format provided by the County covering the previous fiscal year ending September 30th. The annual report shall include, but is not limited to, attendance numbers and net cost of events, economic impact, and amount of sales tax and hotel room nights as verified by Visit Sarasota County for each event and total for the fiscal year. The financial report shall be comprised of all financial statements relating to the Park. Such financial statements shall be prepared in accordance with Generally Accepted Accounting Principles and audited by an independent audit firm. The business plan shall be included as part of the financial report and shall provide a report as to the projected versus actual revenues and expenses for the previous fiscal year ending September 30th as well as projections for the next four years. Pursuant to Section 2.4.6, SANCA shall also include any funding request changes for the next fiscal year beginning the following October 1st.

13. CONSTRUCTION.

The installation, construction, operations, and maintenance of the Park shall be subject to all ordinance, permit, and inspection requirements and standards of the County, state and federal agencies. Throughout the periods of installation, construction, operations, and maintenance of the Park, SANCA shall require its contractor(s) to carry liability insurance providing coverage for the County as additional insured as further described in Section 15.

14. CAPITAL REPAIR AND IMPROVEMENTS FUND.

14.1. Establishment of Fund. SANCA shall establish, administer and maintain a Capital Repair and Improvements Fund for the benefit of the Park (referred to as the "Fund") for the purposes expressed in this Section. SANCA shall make payments to this Fund such that it shall accumulate and then maintain no less than 10% of the then existing value of capital improvements to be used for capital repair and improvements. SANCA shall be responsible for all capital repairs and improvements including, but not limited to, testing, design and construction.

14.2. Use of Fund. The Parties acknowledge that during the Term there will be capital repair and improvement items necessary to maintain or preserve the condition, structural integrity, safety or functionality of the Park or to address physical obsolescence. Physical obsolescence means that the structure, foundation, surface, components, systems, fixtures or condition: (i) no longer adequately functions for the purposes for which it was intended, (ii) is dysfunctional in whole or in part, or (iii) poses a hazard to the public's accommodation. The Fund shall not be used for SANCA's general operations and routine maintenance, construction of new capital improvements and ordinary repair obligations. This Fund shall be used only for capital repairs and improvements as expressed in this Section, and which would customarily be treated as a capital item for federal income tax purposes. Capital repairs and improvements shall include all expenditures for a fixed asset, or which extends the useful life longer than one (1) year or adds value to or increases the usefulness or productivity of an existing asset.

14.3. SANCA Contributions. SANCA shall fund the Fund by making the following minimum annual contributions to the Fund in accordance with the following schedule:

For the Fiscal Years	Annual Contribution
2015 through 2019	\$ 10,000
2020 through 2029	\$ 50,000
2030 through 2039	\$ 50,000
2040 through 2049	\$ 50,000
2050 through 2059	\$ 50,000

14.3.1 In the event that SANCA's contributions are not sufficient to reach the initial 10% of value requirement to be reached by the end of FY 2019 as set forth in Section 14.1, SANCA shall increase its contribution to meet the requirement within ninety (90) days of the last day of FY 2019. Until such time as the Fund is equal to the 10% value requirement in Section 14.1, SANCA shall not request utilization of the Fund for capital repairs and improvements.

14.3.2 If, as a result of Fund expenditures required to pay for reasonably anticipated repairs or replacements, SANCA's contributions are not sufficient to maintain the 10% of value requirement set forth in Section 14.1, SANCA shall increase its contribution to restore the Fund to the 10% of value requirement within twelve (12) months of the date of the expenditure causing the shortfall.

14.3.3 If, as a result of expenditures required to pay for unforeseen, extraordinary repairs or replacements, SANCA's contributions are not sufficient to maintain the 10% of value requirement set forth in Section 14.1, SANCA shall increase its contribution to restore the Fund

to the 10% of value requirement within thirty-six (36) months of the date of the expenditure causing the shortfall.

14.4. Joint Approvals. Contributions to the Fund shall be made by SANCA no later than September 30, 2015 and by September 30 of each year thereafter. No expenditures may be made from the Capital Repair and Improvements Fund without the prior approval of both the County and SANCA.

14.5. Interest to Fund. All interest accruing on the Capital Repair and Improvements Fund shall be added to the Fund and be available for Fund purposes.

14.6. Fund Accounting. Commencing on October 1, 2015, SANCA shall provide to the County complete and correct statements for the Fund reflecting all Fund balances and contributions and interest accruing to and disbursements balance sheets and income made from the Fund during the preceding fiscal year as part of the annual financial report.

15. INSURANCE.

15.1. SANCA Insurance Requirements. SANCA shall procure and maintain, during the term of this Agreement, insurance as listed below. The policies of insurance shall be primary and written on forms acceptable to the County and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII". No changes are to be made to these specifications without prior written specific approval by the County's Risk Management Department, which approval shall not be unreasonably withheld. The County shall be named as an additional insured.

15.2. Workers' Compensation. SANCA will provide Workers' Compensation insurance on behalf of all employees and volunteers who are to provide service under this Agreement, as required by the Florida Statutes, Chapter 440, AND Employer's Liability with limits of not less than \$100,000 per employee per accident, \$500,000 disease aggregate, and \$100,000 per employee per disease. In the event SANCA has "leased" employees, SANCA or the employee leasing company must provide evidence of a Workers' Compensation policy for all employees. All documentation must be provided to Sarasota County Risk Management, 1660 Ringling Blvd., Sarasota, FL 34236.

15.3. Commercial General Liability: Including but not limited to bodily injury, property damage, contractual, products and completed operations, personal injury and host liquor liability, if applicable, with limits of not less than \$10,000,000 each occurrence and carry such umbrella liability coverage as SANCA deems appropriate.

15.3.1 Umbrella or Excess Liability. SANCA may satisfy the minimum liability limits required above for Commercial General Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability policy. SANCA agrees to endorse County as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-

Form” basis.

15.4. Business Automobile Liability: SANCA agrees to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering all work performed under this Agreement. SANCA further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event SANCA does not own automobiles, SANCA agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If private passenger automobiles are used in the business, they must be commercially insured.

15.5. Builders’ Risk – Property Coverage: When applicable, SANCA or its contractor(s) shall provide special form coverage which shall include, but not be limited to:

15.5.1 Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project

15.5.2 Theft coverage

15.5.3 Waiver of Occupancy Clause endorsement, which will enable the County to occupy the facility under construction/renovation during such activity

15.5.4 Limits of insurance to equal 100% of the insurable completed contract amount of such addition(s), building(s) or structure(s), on an agreed amount/replacement cost basis, and

15.5.5 Maximum deductible clause of \$10,000 each claim

15.6 Installation Coverage – Builders’ Risk: For installation, SANCA or its contractor(s) must provide Builders’ Risk installation coverage to include coverage for materials stored at the project site, property while in transit, and property stored at a temporary location for the amount of materials involved in this contract.

15.7 Professional Liability: With limits of not less than \$1,000,000 for professional services rendered in accordance with this Agreement. SANCA or its contractor(s) shall maintain such insurance for at least two (2) years from the termination of this contract and during this two (2) year period SANCA or its contractor(s) shall use their best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the contract, SANCA or its contractor(s) shall notify County Risk Management within thirty (30) days of the change.

15.8 Liquor Liability: With limits of not less than \$1,000,000 per occurrence, when applicable. This coverage shall be required if, at any time, the sale or distribution of alcoholic beverages of any kind is inherent or implied within the provisions of the Agreement. Host liquor liability coverage may be substituted when alcoholic beverages are consumed but not sold.

15.9 Property Insurance: SANCA shall be responsible to provide property insurance to insure against damage or destruction to all buildings, furnishings and equipment and personal

property located at the Park. SANCA shall notify the County in writing upon the addition of newly constructed or renovated structures to the property insurance policy.

15.10 Unless specific approval is given, all policies required by this contract with the exception of Professional Liability and Workers' Compensation are to be written on an occurrence basis. Commercial General Liability policies shall name Sarasota County Government as additional insured with coverage no less than that provided by ISO form CG 2026 07 04 Additional Insured – Designated Person or Organization or similar endorsement.

15.11 Insurance requirements itemized in this Agreement and required of SANCA shall be provided on behalf of all sub-contractors to cover their operations performed under this Agreement. SANCA shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors. Additionally, SANCA shall be responsible for ensuring any party or business providing products or services at the Park provide the applicable insurance coverage listed above.

15.12 Each insurance policy required by this Agreement shall:

15.12.1 Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability

15.12.2 Not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to County Risk Management.

15.13 The County shall retain the right to review, at any time, coverage, form, and amount of insurance.

15.14 The procuring of required policies of insurance shall not be construed to limit SANCA's liability or to fulfill the indemnification provisions and requirements of this Agreement.

15.15 SANCA shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

15.16 Claims Made Policies will be accepted for Professional Liability, Workers' Compensation and such other risks as are authorized by County Risk Management. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, SANCA agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

15.17 Certificates of Insurance evidencing Claims Made or Occurrence Form Coverage and conditions to this Contract are to be furnished to Sarasota County Risk Management (1660 Ringling Boulevard, 4th Floor, Sarasota, FL 34236) prior to commencement of work AND a

minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates shall be received by County Risk Management before SANCA will be allowed to commence or continue work.

15.18 Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement, shall be provided to the SANCA's/Contractor's/sub-contractor's insurance company and County Risk Management as soon as practicable after notice to the insured.

15.19 The Certificate of Insurance must include the following:

In the "Description of Operations/Special Provisions" section:

- Sarasota County Government is named as an additional insured, as their interests may appear on Commercial General Liability.
- Note: ACORD 2009 edition can use "X" for General Liability Additional Insured inclusion.

In the "Certificate Holder" section:

Sarasota County Government
Attn: Risk Management
1660 Ringling Blvd., 4th floor
Sarasota, FL 34236

15.20 Should the County change or adjust any insurance requirements, SANCA will be responsible for complying with any and all reasonable changes.

15.21 Vandalism. SANCA shall be responsible for costs incurred due to vandalism. Claims for any vandalism which occurs in or to the Park, buildings or structures shall be SANCA's responsibility and filed through SANCA's insurance

16. ENVIRONMENTAL.

16.1 The Park has been used for outdoor recreation including jogging, fishing, bird watching, and enjoying nature since 1995 when the County acquired the Park. With the County's first two phases of improvements ongoing and future improvements to be provided by SANCA to which would allow for the Park to become the home of "World Class Rowing", SANCA agrees to uphold and maintain the integrity of all designated natural areas on the property. At no time shall alterations to the Park be made which would negatively impact the Park, protected species and native habitat without approval of the County and appropriate agencies. Any necessary alterations will be requested through the County and vetted for appropriateness. SANCA agrees to maintain the integrity of the natural environment as an aquatic nature center.

16.2 SANCA agrees to comply with all County watering restrictions, IPM (Integrated Pest Management) practices related to maintenance of the Park vegetation and to provide for on-site recycling.

17. DISASTER PREPAREDNESS / SHELTER.

17.1 The Park may be used, in areas agreed upon by the Parties, for emergency response personnel and equipment, debris and debris-removal equipment for disaster preparations and response. In the event the County uses the Park pursuant to this Section, the County agrees to completely remove all disaster and/or hurricane-related debris and materials from the Park and take such other remedial action as may be necessary within a reasonable period of time to restore the Park to its condition prior to the deployment. The County shall be responsible for all damage, clean-up, maintenance, repairs and costs and expenses in connection with the use of the Park for disaster purposes, and the County shall clean up, repair and restore the Park, all at no cost or liability to SANCA.

17.2 By October 1, 2014, SANCA shall develop a disaster plan in conjunction with the County for securing the Park and its facilities and is responsible for implementing it within 12 hours of announcement by the County that the Emergency Operations Center is at Level 2 or as otherwise recommended by the Emergency Operations Center. SANCA shall update the disaster plan as reasonably necessary on an annual basis.

18. FORCE MAJEURE.

Neither Party hereto shall be liable for any delay or failure in the performance of any obligation under this Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss or damage results from any "Force Majeure". For purposes of this Agreement, a "Force Majeure" shall mean and include without limitation, any fire, flood, explosion, damage by third parties whether negligently or intentionally caused, acts of God or nature or other casualties, work stoppages, picketing or other concerted action by any employees or any labor organization, national emergency or state of war, the laws or actions of any governmental authority other than the County acting in its capacity as a party to this Agreement or any other event or cause that is beyond the control of the Parties.

19. DEFAULT, REMEDIES AND TERMINATION.

19.1. If either Party hereto (the "Defaulting Party") shall fail to perform any of its obligations under this Agreement, then the Party not in default (the "Non-Defaulting Party") shall provide notice of such failure to the Defaulting Party and afford the Defaulting Party a grace period to cure said failure, as follows:

19.1.1. Where a grace period is not specifically provided, the Defaulting Party shall afford the Non-Defaulting Party a grace period of: (i) five (5) business days to cure monetary failure; and (ii) 30 calendar days to cure any non-monetary default or commence to cure any non-monetary default and continue to act diligently to complete the cure thereafter.

19.1.2. If any failure to perform shall not have been cured by the expiration of the applicable grace period, then a "Default" shall be deemed to have occurred and the Non-Defaulting Party shall have the rights and remedies set forth in Section 19.2 below.

19.2. If a Default shall occur, the Non-Defaulting Party shall have the right (but not the obligation to cure such default on behalf of the Defaulting Party, in which event the Defaulting

Party shall immediately reimburse the Non-Defaulting Party for all sums paid by it to effect such cure, together with interest thereon at the annual rate of interest equal to the prime rate of interest charged by the County's primary financial institution to its commercial customers with the highest credit rating plus one and one-half percent ("the Default Rate").

19.3 SANCA Defaults. The following events shall constitute SANCA Defaults pursuant to which the County may terminate the Agreement upon ten (10) calendar days of written notice as provided in Section 20.1:

19.3.1 If SANCA abandons or vacates the Park;

19.3.2 If, by order of a competent authority, a receiver, liquidator or trustee of SANCA shall be appointed and such receiver, liquidator or trustee shall not have been discharged within thirty (30) business/calendar days after the making of such order, or if by decree of such authority SANCA shall be adjudicated or determined to be bankrupt or insolvent, or if SANCA shall file a petition in voluntary bankruptcy, shall make an assignment for the benefit of or enter into a composition with its creditors, shall seek to terminate its existence or shall otherwise seek to wind up its affairs;

19.3.3 If SANCA breaches any material provision, agreement or obligation under this Agreement, that is not cured within the grace period specified in Section 19.1.1.

19.3.4 If that certain Event Agreement between SANCA, FISA and the United States Rowing Association relating to the 2017 World Rowing Championships is terminated on grounds of SANCA's default of such agreement.

19.4. County Defaults. The following events shall constitute County Default-pursuant to which SANCA may terminate this Agreement upon 30 calendar days of written notice as provided in Section 20.1:

19.4.1. If the County breaches any material provision, agreement or obligation under this Agreement that is not cured within sixty (60) calendar days after notice of such Default; provided, however, that if such Default cannot be cured within such sixty (60) calendar day period, but the Default is capable of cure within a reasonable period of time which is acceptable to SANCA, and the County diligently pursues such cure, the County shall be allowed such agreed upon time period to cure such Default.

19.5. Cumulative Rights. The remedies heretofore described in this Section 19 shall be in addition to any other remedy the Non-Defaulting Party may have at law or in equity in the event of a Default, including without limitation:

19.5.1. An action to recover monies then due and owing from the Defaulting Party, together with interest thereon at the Default Rate, from the date on which such monies were due;

19.5.2. An action for recovery of all actual losses, costs and reasonable attorneys' fees incurred by the Non-Defaulting Party in connection with, arising out of or in any way related to the Default.

19.6. Park Property and Assets. Upon expiration, or termination of this Agreement for any reason, SANCA shall transfer possession and title to all Park property, buildings, funds and other assets to the County, including donations made to SANCA with the expectation they would be used exclusively at and for the Park. The foregoing transfer requirement shall not apply to personal property, the transfer of which is restricted by conditions imposed by a third party donor unless the donor agrees to such transfer to the County. Upon request by the County, SANCA shall execute all documents necessary to evidence such transfer. The County Administrator or designee and the SANCA President or designee shall establish a process for equitable disposition of Park property, funds, agreements, contracts and assets within 30 days of the termination of the Agreement. Such process shall be completed within 120 days of the termination of the Agreement unless extended by mutual agreement.

Disposition of NOTICES.

20.1. All notices and other communications required or permitted to be given under this Agreement shall be in writing, and shall be hand delivered, sent overnight delivery by a reputable overnight delivery carrier or mailed by United States registered or certified mail, return receipt requested, postage prepaid, to the address set forth below:

If to the County: Sarasota County
 1660 Ringling Boulevard, 2nd Floor
 Sarasota, Florida 34236
 Attention: County Administrator
 Phone: 941-861-5000
 Facsimile: 941-861-5987
 countyadministrator@scgov.net

With a
copy to: County Attorney
 Office of the County Attorney
 1660 Ringling Boulevard, 2nd Floor
 Sarasota, FL 34236
 Phone: 941-861-7255
 Facsimile: 941-861-7226
 sdemarsh@scgov.net

If to SANCA:
 Suncoast Aquatic Nature Center Associates, Inc.
 290 North Cattlemen Road
 Sarasota, FL 34243
 Attention: Paul A. Blackketter
 Phone:
 Facsimile:
 PaulBlackketter@WorldClassRowing.com

With a
copy to:

Williams Parker Harrison Dietz & Getzen
200 South Orange Avenue
Sarasota, FL 34236
Attention: R. David Bustard
Phone: 941-366-4800
Facsimile: 941-366-5109
dbustard@williamsparker.com

21. DISPUTE RESOLUTION.

21.1. Dispute Resolution Process. The Parties acknowledge that their rights and responsibilities under this Agreement involve coordination and cooperation with respect to the operation and the design, development and construction of, and capital repairs and improvements to, the Park. Accordingly, the Parties agree that it would be to their mutual benefit to establish a dispute resolution process to deal with any dispute arising out of this Agreement.

21.2. Mediation. The Parties agree to attempt to settle any dispute or controversy that may arise between the Parties regarding any provision or obligation set forth in this Agreement by non-binding mediation conducted in Sarasota, Florida with the costs to be shared equally by the Parties.

21.3. Governing Law. This Agreement is entered into in, and shall be governed by, construed and enforced in accordance with the laws of the State of Florida, without reference to principles of conflicts of laws.

21.4. Venue. The venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida, which shall have subject matter jurisdiction and personal jurisdiction over each of the parties to the Agreement.

21.5. Waiver of Jury Trial. The parties hereby expressly agree that in the event of litigation regarding this Agreement, any and all rights to jury trial are waived.

22. ADDITIONAL AGREEMENTS.

22.1 The Parties acknowledge that it may be appropriate and necessary to enter into, or have entered into additional agreements for specific events at the Park. The Parties agree to negotiate such agreements in good faith and in a timely manner. All such agreements shall be construed and implemented to be consistent with the provisions and intent of this Agreement

22.2 The County Administrator is authorized to execute amendments to this agreement to address operational and management topics, to approve and execute grant and applications and event bids, to approve requests from SANCA to provide non-recurring funding for specific purposes for \$100,000 or less per fiscal year if such funding is available.

23. COUNTY'S INTEREST NOT SUBJECT TO CERTAIN LIENS.

23.1. It is mutually intended, stipulated and agreed that neither the fee simple title to, nor any interest of, the County in the Park may be subject to liens of any nature arising by reason of any act or omission of SANCA or any person claiming under, by or through SANCA, including but not limited to, mechanics' and materialmen's liens. SANCA shall notify any contractor making any improvements to the Park of the provisions of this section of the Agreement. Pursuant to Section 713.10, Florida Statutes, and in order that the interest of the County not be subject to liens for improvements made by the SANCA, County may record in the Public Records of Sarasota County, Florida, a notice in accordance with Section 713.10(2), Florida Statutes. Notwithstanding these provisions, in the event a construction lien is filed against the fee simple title to, or the interests of the County, in the Park, SANCA shall have sixty (60) days to discharge such lien(s), at SANCA's sole cost and expense, by payment thereof or by the filing of a bond. If such lien(s) are not so discharged, SANCA shall be in default under this Agreement.

24. LIMITATION ON MORTGAGES, ASSIGNMENT AND SUBLETTING.

24.1.1. Assignment and Subletting. Notwithstanding anything to the contrary, SANCA shall not sell, assign, transfer, sublet, rent, or permit anyone to occupy the Park in whole or in part other than for the uses allowed under Article I without obtaining the prior written consent of County, which consent shall be at the sole discretion of the County. When County's "consent" is referenced herein, it shall refer to both approval of the proposed assignee/subtenant and approval of the instrument of assignment/sublet and any amendment thereof. The consent of County to any assignment or subletting shall not be construed as a waiver or release of SANCA from liability for the performance of all covenants and obligations to be performed by SANCA under this Agreement, and SANCA shall remain liable for the continued performance of SANCA's obligations.

24.1.2. Permitted Access. It is understood and agreed that the foregoing prohibition shall not apply to the grant of access to and use of discrete portions of the Park on an ongoing basis to routine service providers, concessionaires or boat or similar storage lessees.

24.1.3. Third Party Financing. The Parties acknowledge that in order to construct future improvements to the Park, which shall in all events become the property of the County, and to do so in the most expeditious manner, it may be appropriate for SANCA to obtain third-party financing. Nevertheless, SANCA shall not be permitted to mortgage or encumber SANCA's interest under this Agreement, or any portion thereof, without the Board of County Commissioners express written approval which may be withheld at the County's sole discretion. In the event the third party providing the financing requests SANCA's license interest be converted to a leasehold interest, the County shall consider that request. Any such mortgage or encumbrance, if granted, i) may only secure financing for the construction of the improvements, ii) shall be effective only until this Agreement expires or terminates, at which time such mortgage or encumbrance shall also terminate, and iii) shall be limited to only such portions of the Park as are reasonably necessary for the purpose. Failure to complete the improvements as required by the third-party or to make payments as required by the third-party shall constitute a material breach of this Agreement. The County may impose additional conditions as it, in its sole discretion, deems necessary.

25. EASEMENTS TO THIRD PARTIES.

25.1. County reserves the right to grant nonexclusive utility easements, licenses, rights-of-way and other rights or privileges in the nature of easements to third parties over, under, through, across or on the Park; provided, however, that such grant and any use permitted thereby does not materially affect or prevent the use or operation of the Park or to any other uses permitted hereunder. Any easements, licenses, or other form of agreement made with any other governmental entities or surrounding property owners providing easements serving the Park shall inure to the benefit of the County at the termination or expiration of this Agreement.

26. NON-APPROPRIATIONS.

26.1. The parties hereto hereby acknowledge that as a government entity, County relies on funds that are appropriated annually by the Sarasota County Board of County Commissioners on a single fiscal year basis for the payment of any and all financial obligations hereunder. Notwithstanding anything to the contrary, in the event such funds are not appropriated or are otherwise legally unavailable to County to fund payment of the obligations hereunder, then either Party shall have the option to either (i) terminate this Agreement, including all payment obligations hereunder, upon thirty (30) days written notice, or (ii) disregard any provisions of this Agreement requiring such payment by County. The obligation of County to pay amounts required hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional, statutory, or charter limitations or requirements concerning the creation of indebtedness of the County. County shall not be obligated to pay any sums due hereunder from the compelled levy of ad valorem or other taxes except from legally available non-ad valorem revenues appropriated for such purpose, if any. SANCA agrees and acknowledges that no minimum amount of compensation or revenue is guaranteed by County through this Agreement.

27. MISCELLANEOUS.

27.1 Amendments. This Agreement may not be changed, modified, or discharged orally, but only by an instrument in writing signed by the Parties consistent with delegated authority outlined in this Agreement.

27.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the Parties, and each of their respective successors. The Parties by executing this Agreement represent and warrant to each other that they have the full authority to enter into this Agreement and to bind such Parties to its terms and conditions.

27.3 Conflicting Agreements. Each Party represents and warrants to the other Party that the execution of this Agreement and the performance of its obligations hereunder will not breach or be in conflict with any other agreement to which it may be a Party or may be bound.

27.4 Construction. The Parties hereby acknowledge that this Agreement is the product of negotiation between the Parties and/or their respective legal counsel and that no provision of this Agreement shall be construed against a Party solely because that Party or that Party's counsel drafted such provision.

27.5 Exhibits; Headings. The Exhibits attached hereto are substantive parts hereof; headings of the Sections of this Agreement are for convenience of reference only and are not substantive parts hereof

27.6 Further Actions of the Parties. Immediately upon the execution of this Agreement, the Parties shall take all action necessary to effectuate the purposes of this Agreement.

27.7 Integrated Agreement. This Agreement represents the full, complete, entire and integrated agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings and negotiations with respect to the subject matter hereof.

27.8 No Joint Venture. This Agreement shall not constitute a partnership, joint venture or create an agency relationship between the Parties.

27.9 No Waiver. The failure of either Party to object to, or to take affirmative action with respect to, any conduct of the other Party that violates any term or condition of this Agreement shall be limited to that particular instance, and shall not be construed as a waiver of that Party's rights for such breach or as a waiver of remedies for future breaches by the other Party.

27.10 Indemnification. SANCA shall indemnify, defend and hold the County and County's agents harmless from and against all loss, cost, damage and expense (including reasonable attorneys' fees and disbursements) imposed upon or incurred by the County in connection with all claims arising out of or relating to the death of or injury to any person, or the loss of or damage to the property of any person (excluding the property of the County) arising out of or occurring during SANCA's occupancy, management or use of the Park, excluding death, injuries, and property loss and damage which arise out of or are related to the wrongful or negligent acts or omissions of the County, the County's agents or County's contractors or subcontractors.

27.11 Severability. The Parties hereto agree that to the extent that any provision or portion of this Agreement shall be held, found or deemed to be unreasonable, unlawful or unenforceable by a court of competent jurisdiction, then any such provision or portion thereof shall be deemed to be modified to the extent necessary in order that any such provision or portion thereof shall be legally enforceable to the fullest extent permitted by applicable law.

27.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be one and the same instrument.

27.13 No Third Party Beneficiaries. The Parties agree that this Agreement is not intended nor shall it be construed for the benefit of any third parties.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date set forth above.

Dated this 16th day of April, 2014 as to the County.

“County”

ATTEST:

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

SARASOTA COUNTY, a political subdivision of the State of Florida

By: [Signature]
Deputy Clerk

By the:

BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA

By: [Signature]
Chairman

Approved as to form and correctness:

By: [Signature]
County Attorney *TRW*

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the officers named below and its corporate seal to be affixed hereto on _____ (date).

Signed, sealed and delivered

in the presence of:

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

Sarah E. Kupiec
Print Name: SARAH E. KUPIEC

By: [Signature]
BLACKETTER, PAUL A.
As: President

Todd Mathes
Print Name: Todd Mathes

STATE OF FLORIDA
COUNTY OF ~~SARASOTA~~ Manatee

The foregoing instrument was acknowledged before me this 14th day of April, 2014 by Paul A. Blacketter as President of SUNCOAST AQUATIC NATURE CENTER ASSOCIATES, INC., a Florida not-for-profit corporation, on behalf of the company. He is personally known to me or has produced _____ as identification and did not take an oath.

(NOTARIAL SEAL)

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

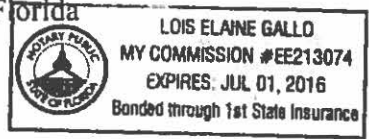


Exhibit "A"

That part of those lands described in the instrument recorded in Official Records Book 2805, Page 0797 of the Public Records of Sarasota County, Florida, being more particularly described as follows:

Begin at the Northeast corner of the Section 12, Township 36 South, Range 18 East, Sarasota County, Florida; thence run South 00°11'11"West along the East line of said Section 12 for a distance of 261.47 feet; thence run North 89°48'49"West for a distance of 6.47 feet to a point on a circular curve to the left, having a radius of 994.50 feet, through a central angle of 62°59'06", a chord bearing of North 31°18'08"West, a chord distance of 1039.03 feet, thence run Northwesterly along the arc of said curve for a distance of 1093.25 feet to a point on said curve; thence run North 62°47'41"West for a distance of 119.14 feet to a point on a circular curve to the right, having a radius of 852.41 feet, through a central angle of 17°49'25", a chord bearing of North 53°52'59"West, a chord distance of 264.10 feet, thence run Northwesterly along the arc of said curve for a distance of 265.17 feet to a point on said curve; thence run North 44°58'20"West for a distance of 765.21 feet to a point on a circular curve to the left, having a radius of 536.00 feet, through a central angle of 45°00'00", a chord bearing of North 67°28'20"West, a chord distance of 410.24 feet, thence run Northwesterly along the arc of said curve for a distance of 420.97 feet to a point on said curve; thence run North 89°58'20"West for a distance of 204.09 feet to a point on a circular curve to the right, having a radius of 469.11 feet, through a central angle of 47°55'02", a chord bearing of North 66°00'49"West, a chord distance of 380.99 feet, thence run Northwesterly along the arc of said curve for a distance of 392.32 feet to a point on said curve; thence run North 42°03'09"West for a distance of 20.02 feet; thence run North 00°30'56"East for a distance of 1003.08 feet to the intersection with the North line of said lands described in Official Records Book 2805, Page 0797 of said Public Records; thence run South 89°18'33"East along said North line for a distance of 2288.71 feet to the intersection with the West Limited Access Right-of-Way Line of Interstate 75, State Road 93 (Section 17075-2410) according to the Florida Department of Transportation Right-of-Way Map, also being a point on a circular

NATHAN BENDERSON PARK					
	DRAWN	T.OWEN	DATE	3-18-14	SCALE N.T.S.
PARCEL = 88.53 Acres ±	CHECKED	J.M.	DATE	3-18-14	JOB NO.

to the right, having a radius of 7509.45 feet, through a central angle of 07°43'19", a chord bearing of South 03°46'16"East, a chord distance of 1011.31 feet, thence run Southeasterly along the arc of said curve being the West Limited Access Right-of-Way line for a distance of 1012.07 feet to a point on said curve; thence run South 00°05'24"West along said Limited Access Right-of-Way line for a distance of 594.47 feet; thence run South 00°36'16"West along said West Limited Access Right-of-Way line for a distance of 1076.77 feet to the Point of Beginning.

Containing 3856325.20 square feet or 88.53 acres, more or less.

ABBREVIATION LEGEND

R/W = RIGHT-OF-WAY
 R.P.B. = ROAD PLAT BOOK
 P.B. = PLAT BOOK
 PG. = PAGE
 SEC. = SECTION
 TWP. = TOWNSHIP
 RNG. = RANGE
 N.T.S. = NOT TO SCALE
 NO. = NUMBER
 P.T. = POINT OF TANGENCY
 C = CENTERLINE
 O.R.B. = OFFICIAL RECORDS BOOK
 P.I.D. = PROPERTY IDENTIFICATION

SURVEYOR'S NOTES

1. BEARINGS SHOWN ARE BASED ON THE WEST LINE OF THE EAST HALF (1/2) OF SECTION 12, TOWNSHIP 36 SOUTH, RANGE 18 EAST BEING N.00°33'48"E.
2. THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE OR AN ATTORNEY'S OPINION OF TITLE, THEREOF, ANY DEED OVERLAP OR HIATUS OR ANY RECORDED OR UNRECORDED RIGHTS-OF-WAY AND OR EASEMENTS MAY NOT BE SHOWN.
3. THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.

Teri S. Owen

3-18-14
 DATE

TERI S. OWEN, COUNTY SURVEYOR
 PROFESSIONAL SURVEYOR AND MAPPER NO. 5928
 SARASOTA COUNTY PUBLIC WORKS
 TRANSPORTATION & REAL ESTATE SERVICES, SURVEY-MAPPING
 1001 SARASOTA CENTER BLVD.
 SARASOTA, FLORIDA 34246



I:\PWBC\SURVEY\BENDERSN\SANCA ENDRY.DWG

NATHAN BENDERSON PARK					
	DRAWN	T.OWEN	DATE	3-18-14	SCALE N.T.S.
PARCEL = 88.53 Acres ±	CHECKED	J.M.	DATE	3-18-14	JOB NO.



N. LINE O.R.B. 2805, PG. 0797
LB

N. LINE SE 1/4 SEC. 1

L7

L6

C4

L5

C3

L4

L9

L10

C2

L3

SE 1/4 SEC. 1, TWP.
36 S., RNG. 18 E.

S. LINE SEC. 1

C1

POINT OF BEGINNING
NE CORNER SEC. 12,
TWP. 36 S.,
RNG. 18 E.

W. LINE LIMITED
ACCESS R/W
O.R.B. 1146, PG. 678

LINE TABLE

L1	S.00°11'11"W.	261.47'
L2	N.89°48'49"W.	6.47'
L3	N.62°47'41"W.	119.14'
L4	N.44°58'20"W.	765.21'
L5	N.89°58'20"W.	204.09'
L6	N.42°03'09"W.	20.02'
L7	N.00°30'56"E.	1003.08'
L8	S.89°18'33"E.	2288.71'
L9	S.00°05'24"W.	594.47'
L10	S.00°36'16"W.	1076.77'

S 1/4 CORNER
SEC. 1, TWP. 36 S.,
RNG. 18 E.

SARASOTA COUNTY
PROPERTY
O.R.B. 2805, PG. 0797

NATHAN BENDERSON PARK

CURVE TABLE

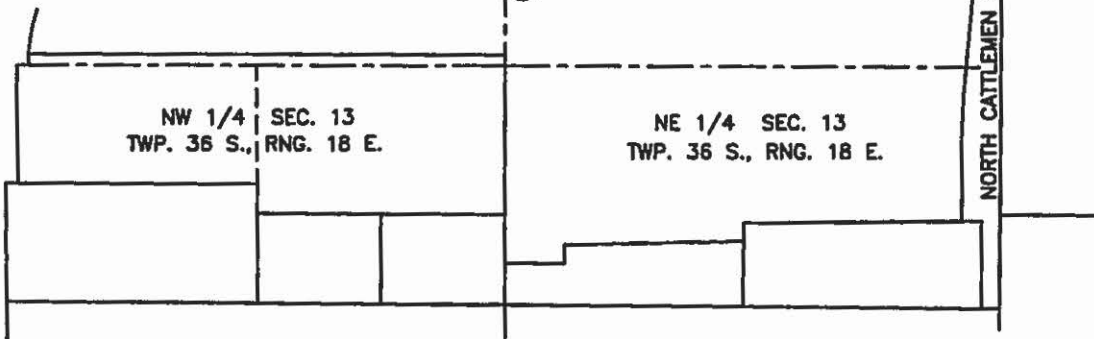
	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	994.50'	62°59'06"	1093.25'	1039.03'	N.31°18'08"W.
C2	852.41'	17°49'25"	265.17'	264.10'	N.53°52'59"W.
C3	536.00'	45°00'00"	420.97'	410.24'	N.67°28'20"W.
C4	469.11'	47°55'02"	392.32'	380.99'	N.66°00'49"W.
C5	7509.45'	07°43'19"	1012.07'	1011.31'	S.03°46'16"E.

EAST 1/2 SEC. 12,
TWP. 36 S., RNG. 18 E.

I-75 R/W (SEC. 17075-2410)
STATE ROAD 93 LIMITED ACCESS R/W
O.R.B. 1146, PG. 678

N.00°33'48"E.
(BEARING BASIS)

HONORE AVENUE



NATHAN BENDERSON PARK

PARCEL = 88.53 Acres ±	DRAWN	T.OWEN	DATE	3-18-14	SCALE N.T.S.
	CHECKED	J.M.	DATE	3-18-14	JOB NO.

Exhibit "A" (Continued)

That part of those lands described in the instrument recorded in Official Records Book 2805, Page 0797 of the Public Records of Sarasota County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Section 1, Township 36 South, Range 18 East, Sarasota County, Florida; thence run North 89°10'40"West along the North line of said Section 1 for a distance of 125.69 feet to the POINT OF BEGINNING, being a point on a point on a circular curve to the right, having a radius of 915.50 feet, through a central angle of 16°45'45", a chord bearing of South 08°11'25"East, a chord distance of 266.89 feet, thence run Southeasterly along the arc of said curve for a distance of 267.84 feet to a point on said curve; thence run South 00°11'27"West for a distance of 4317.95 feet to a point on a circular curve to the right, having a radius of 2825.50 feet, through a central angle of 05°01'46", a chord bearing of South 02°42'20"West, a chord distance of 247.94 feet, thence run Southwesterly along the arc of said curve for a distance of 248.02 feet to a point on said curve; thence run South 05°13'13"West for a distance of 556.38 feet to a point on a circular curve to the left, having a radius of 2904.50 feet, through a central angle of 05°00'00", a chord bearing of South 02°43'13"West, a chord distance of 253.39 feet, thence run Southwesterly along the arc of said curve for a distance of 253.47 feet to a point on said curve; thence run South 00°13'13"West for a distance of 411.96 feet to a point on a circular curve to the left, having a radius of 2904.50 feet, through a central angle of 01°29'11", a chord bearing of South 00°31'23"East, a chord distance of 75.35 feet, thence run Southeasterly along the arc of said curve for a distance of 75.35 feet to a point on said curve; thence run the following ten (10) calls along the South line of said lands described in Official Records Book 2805, Page 0797 of said Public Records: South 89°27'01"West for a distance of 1258.25 feet; thence run South 00°33'03"West for a distance of 100.00 feet; thence run South 88°53'04"West for a distance of 982.23 feet; thence run South 00°03'03"East for a distance of 100.00 feet; thence run South 89°29'06"West for a distance of 329.89 feet; thence run North 00°02'26"West for a distance of 270.11 feet; thence run North 89°41'17"West for a distance of 685.53 feet; thence run North

NATHAN BENDERSON PARK					
	DRAWN	T.OWEN	DATE	3-12-14	SCALE N.T.S.
PARCEL = 484.37 Acres ±	CHECKED	J.M.	DATE	3-12-14	JOB NO.

89°41'27"West for a distance of 685.40 feet; thence run North 00°16'06"West for a distance of 160.11 feet; thence run North 89°42'44"West for a distance of 1310.71 feet to the East Right-of-Way line of Honore Avenue; thence run North 00°29'01"West for a distance of 648.48 feet; thence run South 89°49'20"East for a distance of 15.00 feet; thence run North 00°29'01"West for a distance of 60.00 feet; thence run South 89°49'20"East for a distance of 2673.35 feet to the intersection with the West line of the East Half (1/2) of Section 12, Township 36 South, Range 18 East; thence run North 00°33'48"East along said West line for a distance of 5251.19 feet to the South Quarter corner of Section 1, Township 36 South, Range 18 East; thence run North 00°31'10"East along the West line of the Southeast Quarter (1/4) of said Section 1 for a distance of 1864.48 feet to a point on a circular curve to the left, having a radius of 619.50 feet, through a central angle of 05°34'35", a chord bearing of South 39°15'52"East, a chord distance of 60.27 feet, thence run Southeasterly along the arc of said curve for a distance of 60.29 feet to a point on said curve; thence run South 42°03'09"East for a distance of 326.79 feet to a point on a circular curve to the left, having a radius of 573.50 feet, through a central angle of 47°55'11", a chord bearing of South 66°00'45"East, a chord distance of 465.79 feet, thence run Southeasterly along the arc of said curve for a distance of 479.65 feet to a point on said curve; thence run South 89°58'20"East for a distance of 209.73 feet to a point on a circular curve to the right, having a radius of 426.50 feet, through a central angle of 45°00'00", a chord bearing of South 67°28'20"East, a chord distance of 326.43 feet, thence run Southeasterly along the arc of said curve for a distance of 334.97 feet to a point on said curve; thence run South 44°58'20"East for a distance of 787.54 feet to a point on a circular curve to the left, having a radius of 892.50 feet, through a central angle of 17°49'20", a chord bearing of South 53°53'01"East, a chord distance of 276.50 feet, thence run Southeasterly along the arc of said curve for a distance of 277.62 feet to a point on said curve; thence run South 62°47'41"East for a distance of 119.14 feet to a point on a circular curve to the right, having a radius of 1354.29 feet, through a central angle of 24°37'19", a chord bearing of South 47°16'30"East, a chord distance of 577.52 feet, thence run Southeasterly along the arc of said curve for a distance of 581.99 feet to a point on said curve, being a point on a

NATHAN BENDERSON PARK

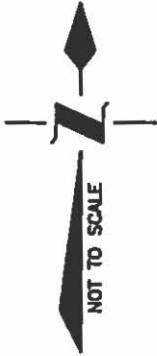
NATHAN BENDERSON PARK					
	DRAWN	T.OWEN	DATE	3-12-14	SCALE N.T.S.
PARCEL = 484.37 Acres ±	CHECKED	J.M.	DATE	3-12-14	JOB NO.

circular curve to the right, having a radius of 915.50 feet, through a central angle of 08°47'27", a chord bearing of South 20°58'01"East, a chord distance of 140.33 feet, thence run Southeasterly along the arc of said curve for a distance of 140.46 feet to a point on said curve, also being the Point of Beginning.

Containing 21099423.01 square feet or 484.37 acres, more or less.

NATHAN BENDERSON PARK					
	DRAWN	T.OWEN	DATE	3-12-14	SCALE N.T.S.
PARCEL = 484.37 Acres ±	CHECKED	J.M.	DATE	3-12-14	JOB NO.

* SEE SHEET 5 OF 5 FOR LINE TABLE, CURVE TABLE, ABBREVIATION LEGEND AND SURVEYORS'S NOTES.



S 1/4 CORNER
SEC. 1, TWP. 36 S.,
RNG. 18 E.

W. LINE SE 1/4 SEC. 1
N.00°31'10"E. 1864.48'

W. LINE E 1/2 SEC. 12, TWP. 36 S., RNG. 18 E.

N.00°33'48"E. 5251.19'

WEST 1/2 SEC. 12,
TWP. 36 S., RNG. 18 E.

EAST 1/2 SEC. 12,
TWP. 36 S., RNG. 18 E.

SARASOTA COUNTY
PROPERTY
O.R.B. 2805, PG. 0797

NATHAN BENDERSON PARK

POINT OF
COMMENCEMENT
SE CORNER SEC. 1,
TWP. 36 S., RNG. 18 E.

POINT OF
BEGINNING

I-75 R/W (SEC. 17075-2410)
STATE ROAD 93 LIMITED ACCESS R/W
O.R.B. 1146, PG. 678

HONORE AVENUE

R/W O.R.B. 1383, PG. 1923

S. LINE SW 1/4 SEC. 12,
TWP. 36 S., RNG. 18 E.
S.89°49'20"E. 2673.35'

N. LINE NE 1/4 SEC. 13,
TWP. 36 S., RNG. 18 E.

NW 1/4 SEC. 13
TWP. 36 S., RNG. 18 E.

NE 1/4 SEC. 13
TWP. 36 S., RNG. 18 E.

S. LINE O.R.B. 2805, PG. 797

NORTH CATTLEMEN ROAD

NATHAN BENDERSON PARK

DRAWN		T.OWEN	DATE	3-12-14	SCALE N.T.S.
CHECKED		J.M.	DATE	3-12-14	JOB NO.
PARCEL = 484.37 Acres ±					

CURVE TABLE

	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	915.50'	16°45'45"	267.84'	266.89'	S.08°11'25"E.
C2	2825.50'	05°01'46"	248.02'	247.94'	S.02°42'20"W.
C3	2904.50'	05°00'00"	253.47'	253.39'	S.02°43'13"W.
C4	2904.50'	01°29'11"	75.35'	75.35'	S.00°31'23"E.
C5	619.50'	05°34'35"	60.29'	60.27'	S.39°15'52"E.
C6	573.50'	47°55'11"	479.65'	465.79'	S.66°00'45"E.
C7	426.50'	45°00'00"	334.97'	326.43'	S.67°28'20"E.
C8	892.50'	17°49'20"	277.62'	276.50'	S.53°53'01"E.
C9	1354.29'	24°37'19"	581.99'	577.52'	S.47°16'30"E.
C10	915.50'	08°47'27"	140.46'	140.33'	S.20°58'01"E.

ABBREVIATION LEGEND

- R/W = RIGHT-OF-WAY
- R.P.B. = ROAD PLAT BOOK
- P.B. = PLAT BOOK
- PG. = PAGE
- SEC. = SECTION
- TWP. = TOWNSHIP
- RNG. = RANGE
- N.T.S. = NOT TO SCALE
- NO. = NUMBER
- P.T. = POINT OF TANGENCY
- CL = CENTERLINE
- O.R.B. = OFFICIAL RECORDS BOOK
- P.I.D. = PROPERTY IDENTIFICATION

LINE TABLE

L1	N.89°10'40"W.	125.69'
L2	S.00°11'27"W.	4317.95'
L3	S.05°13'13"W.	556.38'
L4	S.00°13'13"W.	411.96'
L5	S.89°27'01"W.	1258.25'
L6	S.00°33'03"W.	100.00'
L7	S.88°53'04"W.	982.23'
L8	S.00°03'03"E.	100.00'
L9	S.89°29'06"W.	329.89'
L10	N.00°02'26"W.	270.11'
L11	N.89°41'17"W.	685.53'
L12	N.89°41'27"W.	685.40'
L13	N.00°16'06"W.	160.11'
L14	N.89°42'44"W.	1310.71'
L15	N.00°29'01"W.	648.48'
L16	S.89°49'20"E.	15.00'
L17	N.00°29'01"W.	60.00'
L18	S.42°03'09"E.	326.79'
L19	S.89°58'20"E.	209.73'
L20	S.44°58'20"E.	787.54'
L21	S.62°47'41"E.	119.14'

SURVEYOR'S NOTES

1. BEARINGS SHOWN ARE BASED ON THE WEST LINE OF THE EAST HALF (1/2) OF SECTION 12, TOWNSHIP 36 SOUTH, RANGE 18 EAST BEING N.00°33'48"E.
2. THIS MAP WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE OR AN ATTORNEY'S OPINION OF TITLE, THEREOF, ANY DEED OVERLAP OR HIATUS OR ANY RECORDED OR UNRECORDED RIGHTS-OF-WAY AND OR EASEMENTS MAY NOT BE SHOWN.
3. THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.

Teri S. Owen

3-17-14

TERI S. OWEN, COUNTY SURVEYOR
 PROFESSIONAL SURVEYOR AND MAPPER NO. 5928
 SARASOTA COUNTY PUBLIC WORKS
 TRANSPORTATION & REAL ESTATE SERVICES, SURVEY-MAPPING
 1001 SARASOTA CENTER BLVD.
 SARASOTA, FLORIDA 34240

DATE



NATHAN BENDERSON PARK

REVISIONS:
 ADDED REGATTA ISLAND T.S.O. 3-12-14
 REVISED EAST BNDRY TO CURB T.S.O. 3-17-14

		DRAWN	T.OWEN	DATE	3-12-14	SCALE N.T.S.
PARCEL =	484.37 Acres ±	CHECKED	J.M.	DATE	3-12-14	JOB NO.

I:\PWBC\SURVEY\BENDERSON\SANCA BNDRY.DWG

EXHIBIT B

Southwest Florida Water Management District Permits that may permit maintenance, inspection, monitoring or repair to improvements within the Park

Permit #	Project Name
13039.000	NORTH METRO PARK-(FKA APAC ATTENT LAKE)
13039.002	SARASOTA CO-APAC REG ATTENUATION LAKE
13039.003	Sarasota County - North Metro Park, Phase 1
13039.019	Sarasota County-North Metro Park Boat Ramp
13039.029	Sarasota County - Cooper Creek Park Phase 1
13039.047	Nathan Benderson Park - East Boat Ramp
13039.048	Nathan Benderson Park - West Boat Ramp
13039.049	Benderson Park - South Lake Island Creation
13039.050	Nathan Benderson Park Improvements
13039.054	Nathan Benderson Park Aquatic Nature Center
13039.055	Nathan Benderson Park Aquatic Nature Center - Outfall Mod
25469.000	SIPOC
25469.001	SIPOC - Phase 1A
25469.003	SIPOC - Phase 1B
25469.004	SIPOC - Desoto Road
25469.005	SIPOC - Phase 1B
25469.006	SIPOC
25469.008	SIPOC Phase 2
25469.010	SIPOC Commercial Addition
25469.011	SIPOC Phase 2
25469.016	SIPOC Pond Modifications
25469.018	SIPOC Removal of Littoral Shelf
25469.019	University Town Center Phase 2A
32151.000	Sarasota County - North Cattlemen Road
32151.001	Sarasota County - North Cattlemen Road
17954.000	SARASOTA CO-LONGWOOD MEADOWOOD MAIN
17954.001	SARASOTA CO-LONGWOOD MEADOWOOD MAIN-STA



APPENDIX B

Contract No. 2014-457 Amendment No. 1 to License and Operating Agreement with Suncoast Aquatic Nature Center Associates, Inc. Contract No. 2014-280 (Amendment)

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

ATTEST:

"County"

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

SARASOTA COUNTY, a political subdivision of the State of Florida

By: 

Deputy Clerk

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

BY: 

CHAIRMAN

DATE: 09/09/2014

Approved as to form and correctness:

BY: 

COUNTY ATTORNEY TRW

Signed, sealed and delivered
in the presence of:

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



Print Name: Lisa Brunner

By: 

Print Name: BLACKETTER, PAUL A.
As: President

Date: 3 SEPT 2014

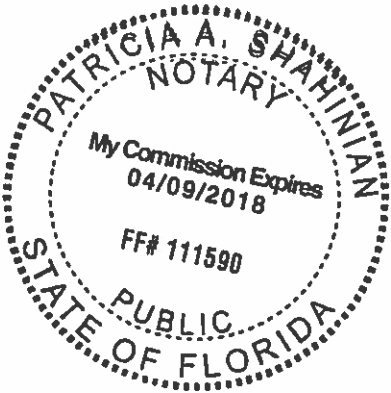


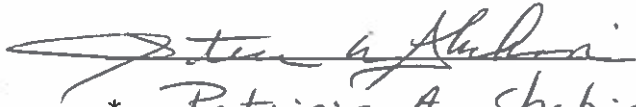
Print Name: KAY STAHL

STATE OF FLORIDA
COUNTY OF SARASOTA

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

(NOTARIAL SEAL)




* Patricia A. Shahinian

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



APPENDIX B

Following are the Amendments to Contract No. 2014-280 License and Operating Agreement – Sarasota County and Suncoast Aquatic Nature Center Associates.

CONTRACT NO. 2016-380
BCC APPROVED 7-12-16

**AMENDMENT NO. 2 TO
LICENSE AND OPERATING AGREEMENT WITH
SUNCOAST AQUATIC NATURE CENTER ASSOCIATES, INC.
CONTRACT NO. 2014-280**

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

WITNESSETH

WHEREAS, Nathan Benderson Park (the "Park") has been designed and constructed as a world class venue for a number of active and passive recreational activities, including the advancement of rowing and paddle sports on an amateur, high school, collegiate, national, and international scale, and which exhibits great opportunity for economic impact to our community; and

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

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

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

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

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

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

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

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

BOAARD OF COUNTY COMMISSIONERS
SARASOTA COUNTY
JUL 14 2015
OFFICE OF THE CLERK OF THE CIRCUIT COURT

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

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

1. The above recitals are true and correct and incorporated herein by reference.
2. Section 1 – **LICENSED PREMISES; USE AND OPERATIONS** is hereby amended by adding the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

ATTEST:

"County"

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

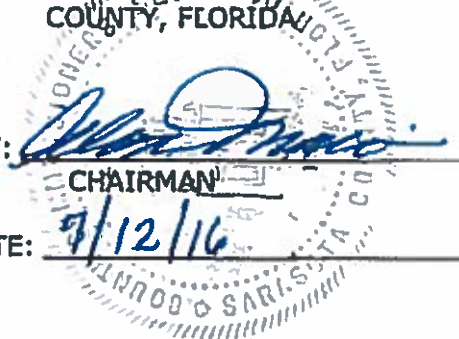
SARASOTA COUNTY, a political subdivision of the State of Florida

By: 
Deputy Clerk

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

BY: 
CHAIRMAN

DATE: 7/12/16



Approved as to form and correctness:

BY: 
COUNTY ATTORNEY TRW

Signed, sealed and delivered
in the presence of:

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

Cheryl L. Owen

Print Name: Cheryl L. Owen

By: P. A.

Print Name: BLACKETTER, PAUL A.
As: President

Date: 14 JUNE 2016

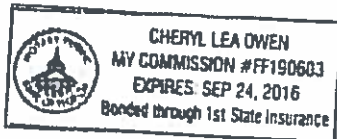
Heidi Kulek

Print Name: Heidi Kulek

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 14th day of June,
2016 by Paul Blacketter as President of SUNCOAST AQUATIC NATURE CENTER
ASSOCIATES, INC., a Florida not-for-profit corporation, on behalf of the company. He is
personally known to me or has produced _____ as
identification and did
Not take an oath.

(NOTARIAL SEAL)



Cheryl L. Owen
Heidi Kulek ⁰²⁰ FF190603
(*Print Name of Notary Public)
Notary Public - State of Florida
My commission expires
Commission Number

CAC NO: 2016-0110

APPROVED: 8/19/16

**AMENDMENT NO. 3
TO LICENSE AND OPERATING AGREEMENT NO. 2014-280
WITH SUNCOAST AQUATIC NATURE CENTER ASSOCIATES, INC.**

This Amendment is made and entered into upon execution by both parties by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "**County**," and **Suncoast Aquatic Nature Center Associates, Inc.**, a Florida not-for-profit corporation, herein after referred to as "**SANCA**." The County and SANCA each may be referred to herein as a "Party" and are collectively referred to as the "Parties."

WITNESSETH

WHEREAS, on March 19, 2014, the Board of County Commissioners approved Agreement No. 2014-280 ("Agreement") with SANCA for operation, maintenance, management and execution of special events at Nathan Benderson Park, with an initial term commencing April 15, 2014; and

WHEREAS, on September 9, 2014, the County and SANCA executed Amendment No. 1, revising sections of the Agreement related to reimbursement of costs; and

WHEREAS, on July 12, 2016, the County and SANCA executed Amendment No. 2, adding and revising sections of the Agreement regarding invoicing and reporting requirements, conduct of personnel, signage, promotion and naming rights; and providing additional funding for park maintenance in the amount of \$54,500 per fiscal year beginning October 1, 2015.

WHEREAS, the County and SANCA now require an amendment to acknowledge Section 119.0701 of Chapter 119, Florida Statutes.

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

1. The above recitals are true and correct and incorporated herein by reference.
2. **IF SANCA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SANCA DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Sarasota County
Public Records office
1660 Ringling Blvd.
Sarasota, FL 34236**

Phone: 941-861-5886

Email: pr@scgov.net

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

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the last date written below.

SARASOTA COUNTY BOARD OF
COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: 
Thomas A. Harner,
County Administrator

DATE: 8/15/16
*Executed by the County
Administrator Pursuant to
Resolution No. 2016-056*

Approved as to form and correctness:

BY: 
COUNTY ATTORNEY TRW

Signed, sealed and delivered
in the presence of:

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

[Handwritten Signature]

Print Name: Heidi Kulak

By: [Handwritten Signature]

Print name: BUCKETTER, PAUL A.
As: President

Date: 3 AUGUST 2016

[Handwritten Signature]

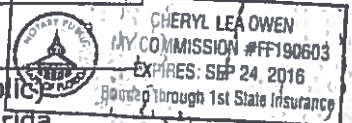
Print Name: Megan Bennett

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 3rd day of Aug, 2016 by Paul A. Bucketter as President of SUNCOAST AQUATIC NATURE CENTER ASSOCIATES, INC., a Florida not-for-profit corporation, on behalf of the company. He is personally known to me or has produced _____ as identification and did Not take an oath.

Cheryl L. Owens

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



**AMENDMENT NO. 4
TO LICENSE AND OPERATING AGREEMENT NO. 2014-280 WITH SUNCOAST
AQUATIC NATURE CENTER ASSOCIATES, INC.**

This Amendment is made and entered into upon execution by both parties by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "**County**," and **Suncoast Aquatic Nature Center Associates, Inc.**, a Florida not-for-profit corporation, herein after referred to as "**SANCA**." The County and SANCA each may be referred to herein as a "Party" and are collectively referred to as the "Parties."

WITNESSETH

WHEREAS, on March 19, 2014, the Board of County Commissioners approved Agreement No. 2014-280 ("Agreement") with SANCA for operation, maintenance, management and execution of special events at Nathan Benderson Park, with an initial term commencing April 15, 2014; and

WHEREAS, on September 9, 2014, the County and SANCA executed Amendment No. 1, revising sections of the Agreement related to reimbursement of costs; and

WHEREAS, on July 12, 2016, the County and SANCA executed Amendment No. 2, adding and revising sections of the Agreement regarding invoicing and reporting requirements, conduct of personnel, signage, promotion and naming rights; and providing additional funding for park maintenance in the amount of \$54,500 per fiscal year beginning October 1, 2015; and

WHEREAS, on August 19, 2016 the County and SANCA executed Amendment No. 3 to acknowledge Section 119.0701 of Chapter 119, Florida Statutes; and

WHEREAS, the County and SANCA now require an amendment to make additional revisions to the Agreement.

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

1. The above recitals are true and correct and incorporated herein by reference.
2. In Section 1.9 Safety Plan - Replace Section 1.9.1 in its entirety with the following:

1.9.1. SANCA will implement and maintain a current written safety plan (the "Safety Plan") for the Park to ensure the safety of the public, park patrons and participants is of first and foremost importance. SANCA will also provide any on-site

security needed to maintain a safe, secure and protected site. The safety plan shall include all aspects of Park use and management, including but not limited to traffic, water safety, inspections of Park equipment (including but not limited to monthly inspections of playground equipment by a certified playground inspector), grounds and facilities and correction of issues on a regular basis, medical emergencies and provision of security and/or law enforcement services.

3. In Section 1.12 Event Coordination – Delete Section 1.12.1.
4. Replace Section 1.13 – Operational Procedures in its entirety with the following:

1.13. Operational Procedures. SANCA shall develop written operational procedures for the Park. A draft of such procedures shall be provided to the County Administrator or designee for review and approval not later than October 1, 2014. SANCA shall implement the procedures no later than November 1, 2014 and thereafter such procedures shall be provided to the County annually.–The procedures shall identify an on-site SANCA Park manager who shall have responsibility for daily operations of the Park, including but not limited to, coordination with the County on all matters which may affect use and maintenance of the Park, timely contact and responsiveness to third-party inquiries concerning events and rental of the Park, preparation of contracts with third-parties, Temporary Use Permit process and requirements, event set-up and tear-down, customer and citizen questions and complaints, and after hours response.

5. Replace Section 2.1 – Term in its entirety with the following:

2.1 Term. This Agreement will have an initial term beginning April 15, 2014 and ending September 30, 2019 (the "Term"). Provided SANCA completes the construction or installation of the finish tower, not less than six (6) months before the end of the initial Term and, in the absence of material breach, the Term shall be extended for an additional Term of ten (10) years. Thereafter, the Term, in the absence of any material breach, may be further extended for three (3) successive terms of ten (10) years each at the election of SANCA. Notwithstanding the termination of this Agreement, for any reason, the County, subject to all applicable County Ordinances, agrees to honor the terms and duration of all naming rights agreements approved pursuant to Section 10.2 below.

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6. In Section 2.4 Payments by the County - Replace Section 2.4.3.1 in its entirety with the following:

2.4.3.1. Expenses which are eligible for reimbursement may include but are not limited to, bid fees not paid by Visit Sarasota County, cost of equipment purchased for the event but which also benefits the general operation and/or staging of additional events at the Park, , staff training specific to operation of an event but which will also benefit the general operation and/or staging of additional events at the Park. Additional event expenses may be deemed eligible for reimbursement at the sole discretion of the County. Entertainment, travel and alcoholic beverages are not eligible for reimbursement.

7. In Section 2.4 Payments by the County - Replace Section 2.4.3.2 in its entirety with the following:

2.4.3.2. SANCA may request clarification of whether an expense is reimbursable from the County prior to purchase.

8. In Section 2.4 Payments by the County - Replace Section 2.4.10 in its entirety with the following:

2.4.10 SANCA shall submit to the County a list of all accrued invoices for services rendered to SANCA which are eligible for reimbursement but have not yet been paid by SANCA seven business days prior to Clerk of the Court Year End deadline. The County shall notify SANCA of such deadline not less than 30 days prior to that date. The reimbursement requests for such invoices shall be submitted to the County no less than seven business days prior to the Clerk of Court fund closure schedule each year, as provided by the County. Requests not complying with these requirements will not be eligible for reimbursement. This provision shall survive the termination or expiration of this Agreement.

9. In Section 4 - PARK CAPITAL IMPROVEMENTS - Replace Section 4.2 in its entirety with the following:

4.2 Prior to initiating any improvements to the Park including, but not limited to, construction or alteration of permanent and semi-permanent structures and significant alterations in vegetation, terrain, lake configuration or other park features, ("Park Improvements"), SANCA shall provide to the County Administrator or designee plans showing all aspects of the proposed Park Improvements, as well as an estimate of the cost of

the Park Improvements. SANCA shall also provide (i) documentation of SANCA's financial capacity to pay for such Park Improvements or (ii) a funding agreement with a third-party obligating that third-party to pay for such Park Improvements.

10. In Section 10 TOWERS; ELECTRONIC ADVERTISING; AND NAMING RIGHTS – Replace Section 10.1 in its entirety with the following:

10.1. AV Information Systems. SANCA shall control and maintain the tower and/or any electronic message centers, the sound, public address and related systems at the Park (collectively, the "AV Information Systems") for any and all events at the Park during the Term including filming and broadcasting rights. At the County's discretion, SANCA may be provided with public service, program and other public announcements to be advertised as directed by the County. SANCA's personnel or designee shall operate all AV Information Systems at all times during the Term unless SANCA agrees otherwise. During County events, and subject to SANCA's right and obligation to operate the AV Information Systems, the County shall have the right at no cost to the County to determine the audio / visual content and will retain all filming and broadcast rights for such events. Permanent cellular communication towers are excluded from this Agreement, and require approval by the County. All signage, music, amplification systems and sound systems shall be operated in accordance with applicable County ordinances.

11. In Section 17 DISASTER PREPAREDNESS / SHELTER – Replace Section 17.2 in its entirety with the following:

SANCA shall maintain a current written disaster preparedness plan for the Park.

12. In Section 27 MISCELLANEOUS – Add Section 27.17 as follows:

27.14 Scrutinized Companies. §287.135, F.S., prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria, or are engaged in a boycott of Israel. The lists are created pursuant to §215.473 and §215.4725, F.S. SANCA certifies that the organization is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,

and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Agreement if a false certification has been made, or if SANCA is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

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

(The remainder of this page is intentionally left blank.)



IN WITNESS WHEREOF, the Parties have executed this Amendment as of the last date written below.

SARASOTA COUNTY BOARD OF
COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: 
Thomas A. Harmer,
County Administrator

DATE: 12/16/16
*Executed by the County Administrator
Pursuant to Resolution No. 2016-056*

Approved as to form and correctness:

BY: 
COUNTY ATTORNEY TRW

Signed, sealed and delivered
in the presence of:

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

Brenda Ward

Print Name: Brenda Ward

By: [Signature]

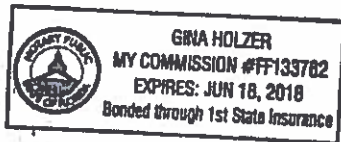
Print name: ROBERT J. SULLIVAN
As: President

Date: 10/24/16

Print Name: _____

STATE OF FLORIDA
COUNTY OF ~~SARASOTA~~ MANATEE

The foregoing instrument was acknowledged before me this 24th day of October, 2016 by Robert J. Sullivan as President of SUNCOAST AQUATIC NATURE CENTER ASSOCIATES, INC., a Florida not-for-profit corporation, on behalf of the company. He is personally known to me or has produced FL Driver License as identification and did Not take an oath.



Gina Holzer

* Gina Holzer
(*Print Name of Notary Public)
Notary Public - State of Florida
My commission expires 6/18/2018
Commission Number FF133702

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