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**AMENDMENT ONE  
TO GROUNDSPEAK GEOTOUR TERMS & CONDITIONS**

This Amendment One (“**Amendment**”) to the Groundspeak GeoTour Terms & Conditions and Attachment 1 thereto, effective, September 28, 2013 (the “**Agreement**”) is made as of the date of the last signature below (the “**Amendment Effective Date**”), by and between Groundspeak, Inc. (“**Groundspeak**”) and Manatee County Natural Resources Department (“**Client**”).

Groundspeak and Client, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree to amend the Agreement as follows:

1. In consideration for a hosting Fee of \$1500 USD, Groundspeak will maintain Client’s GeoTour listing on the Site for an additional one year from the Launch date until October 24, 2014.
2. Section 5 of the GeoTour Terms & Conditions is deleted in its entirety and replaced with the following:

*Term and Termination. Unless otherwise terminated as provided in this section, the Term of this Agreement will commence as of the date of the last signature below (“**Effective Date**”) and, if not terminated earlier, will expire 30 days after the applicable Launch (defined in Attachment 1) anniversary if the annual hosting Fee (see Attachment 1) payment for the following year is not received. Either party may terminate this Agreement for its convenience at any time following thirty (30) days’ notice to the other party. If Groundspeak terminates this Agreement for its convenience prior to the publication of Client’s GeoTour, Groundspeak will provide Client a refund of all Fees received from Client. If such termination is after publication of Client’s GeoTour, Groundspeak will provide Client with a refund of annual hosting Fees received, prorated to the termination date. If Client terminates this Agreement for its convenience, Client will not be entitled to a refund of any Fees, including any unused prepaid annual hosting Fees. Either party may terminate this Agreement if the other party breaches any material obligation, including any payment obligations hereunder and such breach remains uncured for thirty (30) days following written notice to the breaching party. Upon expiration or termination of this Agreement, Client’s GeoTour Geocaches will remain listed on the Site, so long as they are maintained in accordance with Site policy, but all other aspects of the GeoTour will be terminated. Termination will include the removal of Client’s GeoTour Page (as defined below) and any associated GeoTour listings. All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.*

3. The following is hereby added to the end of Section 6 of the GeoTour Terms & Conditions:

*Groundspeak grants Client permission to link to and embed the “What is Geocaching?” Video and to use the Geocaching name and Geocaching 4-box logo on its website and other marketing materials in connection with the GeoTour. Client will provide Groundspeak with the opportunity to review and approve all uses of Groundspeak name and logo prior to public release.*

*Groundspeak will be the exclusive listing service for Client's GeoTour. Client may not list its GeoTour, including using the term GeoTour or any other Groundspeak IP, on competing listing sites.*

- 4. Client acknowledges and agrees that Groundspeak provided all Set-Up Fee services it was obligated to provide in the first year of the Agreement.
  
- 5. Capitalized terms not defined herein will have the meanings in the Agreement. All other terms and conditions of the Agreement remain unchanged and are hereby ratified and confirmed.

Accepted and Agreed:

GROUNDSPEAK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

CLIENT

By:  \_\_\_\_\_

Name: Ed Hunzeker

Title: County Administrator

Dated: December 17, 2013

December 17, 2013 - Regular Meeting  
Agenda Item #23

Subject

Geocaching GeoTour Program

Briefings

None

Contact and/or Presenter Information

Melissa Nell, Manager, Volunteer and Education Division  
742-5923, ext. 6042

**APPROVED** in Open Session

Manatee County Board of County  
Commissioners

Action Requested

Authorization for County Administrator to execute Amendment One to the Groundspeak agreement.

Enabling/Regulating Authority

F.S. 125

Background Discussion

The Parks and Natural Resources Department partnered with the three National Estuary Programs (Sarasota Bay, Tampa Bay, and Charlotte Harbor) in 2012 to develop the "Taking Flight GeoTour" which combines environmental education with outdoor adventure, leading participants on a high-tech treasure hunt through Manatee County Preserves.

On September 11, 2012, the Board authorized the County Administrator to execute the agreement with Groundspeak, Inc. This organization provided the County with a custom webpage on Geocaching.org (the world leader in geocaching websites) under their new "adventures" section with a map specific to this tour, a "landing page" for the tour, advertising within the Tampa Bay region, features in their newspaper, and views by 250,000 visitors.

This has been a great success, with over 200 participants. Estimates for 2013-2014 are 500 participants.

This amendment continues the existing contract and adds permission to link and embed the "What is Geocaching?" video and to use the Geocaching name and logo on the County website and other marketing materials.

Staff recommends that the Board authorize the County Administrator to execute Amendment One to the contract.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Please return two executed Amendment One to Melissa Nell for transmittal to Groundspeak.

Cost and Funds Source Account Number and Name

\$1,500 Parks and Natural Resources, Education and Volunter Operating Budget

Amount and Frequency of Recurring Costs

NA

Attachment: [Groundspeak.pdf](#)