

**AMENDMENT FOUR TO
REIMBURSEMENT AGREEMENT FOR
PROMOTION OF TOURISM
(RIVER-FEST REGATTA EVENT)**

THIS AMENDMENT FOUR TO REIMBURSEMENT AGREEMENT FOR PROMOTION OF TOURISM (RIVER-FEST REGATTA EVENT) (“Amendment”), is made and entered into as of July 25, 2017, by and between the **City of Bradenton**, a municipal corporation of the State of Florida (hereinafter “Sponsor”) and **Manatee County**, a political subdivision of the State of Florida (hereinafter the “County”).

W I T N E S S E T H

WHEREAS, the County has established a Convention and Visitors Bureau for Manatee County to promote travel and tourism to, and events in, the County, through among other things, the use of proceeds of the County’s tourist development tax in the manner contemplated in Section 125.0104, Florida Statutes and other legally available funds of the County; and

WHEREAS, Sponsor and the County entered into a Reimbursement Agreement for Promotion of Tourism (as amended, hereinafter “Agreement”) for the “Bradenton Area River-Fest Regatta” (hereinafter “Event”) operated by Sponsor beginning in 2014; and

WHEREAS, the Event has served, and will continue to serve, as an attractor for travel and tourism to Manatee County; and

WHEREAS, pursuant to the Agreement, the County supports the Event to enhance travel and tourism to the County, by reimbursing Sponsor for a portion of the costs of organizing, promotion and staging of the Event in the manner set forth herein; and

WHEREAS, the parties wish to amend the Agreement as provided in this Amendment.

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

Page 10 of 80

1. AMENDMENT OF AGREEMENT. The Agreement is hereby amended as follows:

A. Amendment of Section 2. Reimbursement: The first paragraph of Section 2. Reimbursement, of the Agreement is hereby amended to read in its entirety as follows:

The County shall reimburse Sponsor for Reimbursable Costs, in an aggregate amount not to exceed two hundred thousand dollars (\$200,000) subject to the following provisions.

B. Replacement of Exhibit “B”: Exhibit “B” to the Agreement is hereby replaced with Exhibit “B” attached hereto and incorporated herein by reference.

2. ADJUSTMENT OF DURATION OF AGREEMENT. The first sentence of Section 4 (“Duration and Termination”) of the Agreement is hereby amended to extend the duration of the Agreement to June 24, 2018 (reflecting the exercise of the two options to extend under the original Agreement), with one additional option remaining to extend for an additional year, for a total of five (5) years.

3. ALL OTHER PROVISIONS UNAFFECTED. All provisions of the Agreement (and its exhibits) not expressly amended hereby shall remain unaffected by this Amendment, and in full force and effect as they are set forth in the Agreement.

4. VALIDITY. Each of the parties hereto represents and warrants to the others its respective authority to enter into this Amendment.

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

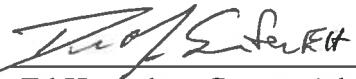
6. EFFECTIVE DATE. This Amendment shall take effect as of the date of execution by all parties.

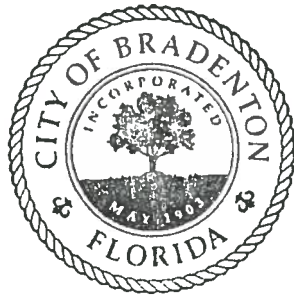
[signature page to follow]

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


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

By: Board of County Commissioners

By: 
Ed Hunzeker, County Administrator



**CITY OF BRADENTON, a municipal
corporation of the State of Florida**

By: 
Mayor/Pro Tem

ATTEST: Sharon Beauchamp, City Clerk



**EXHIBIT “A”
DESCRIPTION OF EVENT**

**2016 BRADENTON AREA RIVERWALK REGATTA
SATURDAY, FEBRUARY 3, 2018**

7 a.m. to 10:00 a.m.	DeSoto Little Anglers Fishing Tournament <i>Palmetto Pier</i>
8 a.m. to 11:00 a.m.	St. Stephen’s 5K Run <i>Starts Downtown Bradenton to Palmetto and back</i>
10 a.m. to 6:30 p.m.	<u>BRADENTON RIVERWALK FESTIVITIES</u> World Champion Frisbee Dogs Show World Champion BMX Stunt Show World Champion “XPOGO” Show Family Fun Zone – Bright House/Pittsburgh Pirates Area Food Festival Riverwalk Art Gallery Row- Manatee County Arts Center
11 a.m. to 6:30 p.m.	<u>RIVERWALK CONCERTS- TBA</u> <i>At Main Stage behind Riverwalk Splash Pad</i>
11 a.m. to 6 p.m. Noon to 1:00 p.m. 1:00 p.m. to 2:00 p.m. 2 p.m. to 3:30 pm	<u>MANATEE RIVER FESTIVITIES</u> Formula 2 PowerBoat Qualifying Formula 2 PowerBoat Division 2 Races HydroCross Jet Ski - Qualifying Florida Winter Championship/Mayor’s Cup Formula 2 PowerBoat Division 1 Races Formula 2 PowerBoat Florida Championship Zambelli International Fireworks Spectacular Main Street Bradenton Awards/Activity
3:30 to 5 p.m.	
6:30 p.m. 7 p.m. to 10pm	
7a.m. to 6:30pm 11a.m. to 5 p.m.	<u>PALMETTO FESTIVITIES</u> HydroCross Jet Ski...Demos/Stunts/Races Florida Winter Championship/Mayor’s Cup Guinness World Records <i>At Palmetto Pier</i>
10 a.m. to 6 p.m.	PowerBoat Superleague Official “Dry Pit” <i>PowerBoat Viewing/Open Lawn Access Across from Riverside Boat Ramp</i> Launching of PowerBoats Before qualifying Runs/Riverside Boat Ramp <i>At Regatta Pointe Marina</i> Food Festival Row <i>At Riverside West Park</i> Extreme Sports Zones – Locations TBD Family Fun Zones – Locations TBD Art Gallery Row – Locations TBD
11a.m. to 6:30 p.m.	<u>SUTTON PARK CONCERTS - TBA</u>

**The above activities are an anticipated list, which can be changed with mutual agreement between the Executive Directors of the Bradenton Area CVB and the Sponsor without amending the exhibit.*

EXHIBIT "B"

DESCRIPTION OF REIMBURSABLE COSTS:

Examples of Reimbursable Costs are as follows, but are not limited to:

Development, Coordination, Planning

- Logistics of the event programming
- Crowd control plan/venue layout
- City and government event approval meeting
- Marketing, advertising, promotions and social media planning
- Meeting with all permit agencies and government officials to produce event.

Installment Payments

- To various contractors to hold the event such as Zambelli International, Powerboat Super League, show promoters, and concert promoters/talent.
- Schedule of Installment Payments totaling \$200,000:
 - July 1, 2017 \$50,000
 - Planning/Operations/Public Safety
 - Contracting Deposit – Powerboat Super League (1st Deposit)
 - September 1, 2017 \$60,000
 - Planning/Operations/Public Safety
 - Contracting Deposit – Zambelli International
 - November 1, 2017 \$60,000
 - Planning/Operations/Public Safety
 - National Concert Talent Deposit
 - National BMX Show Deposit
 - National Dog Show Deposit
 - International XPOGO Deposit
 - Powerboat Super League (2nd Deposit)
 - December 1, 2017 \$30,000
 - Planning/Operations/Public Safety (\$10,000)
 - Advertising/Promotions (\$20,000) **Outside of Manatee County**

THE FOLLOWING WILL SERVE AS THE RECORD OF ALL ACTIONS TAKEN DURING THE PERIOD
(JUNE 21-JULY 21, 2017) UNDER THE AUTHORITY OF RESOLUTION R-09-161

2017 Recess Agenda
Agenda Item #1

**Approved on July 11, 2017,
pursuant to Resolution R-09-161**

Subject

Regatta Agreement - Amendment Four

Briefings

None

Contact and/or Presenter Information

Presenter: Elliott Falcione, Executive Director, CVB

Contact: Monica Luff, Sr. Admin. Specialist, CVB

Action Requested

Approval and authorization for the County Administrator to execute Amendment Four to the Reimbursement Agreement with the City of Bradenton for reimbursement of expenditures up to \$200,000 per year for up to a total of five (5) years (to June 24, 2019) for the Bradenton Area Regatta.

Enabling/Regulating Authority

Manatee Code of Laws 2-29-25 Tourist Development Plan

F.S.S. 125.0104 Authorized uses of Resort Tax Funds

Background Discussion

- Initially, a 3 year agreement with the Bradenton Downtown Development Authority (DDA) was approved by the Board of County Commissioners on June 3, 2014, for expenditures for the Bradenton Area Regatta. It was amended June 9, 2015 (increased amount of reimbursement to \$155,000 per year), October 6, 2015 (increased amount of reimbursement to \$180,000 per year with CVB expending up to \$20,000 per year to advertise/promote the Regatta), and August 23, 2016 (changed name of sponsor from Bradenton DDA to City of Bradenton; extended the duration of the initial agreement to June 24, 2017, reflecting the exercise of the 2 options to extend under the original agreement; and added 2 additional options to extend for an additional year for a grand total of five years).
- The CVB's FY 2017/2018 budget already includes approved funding for the 2018 Regatta.
- Both the City of Bradenton and the City of Palmetto approved hosting the Regatta on February 3, 2018.
- This Amendment will
 - allow additional reimbursement up to \$20,000 per year to the City so the Promoter can market/promote the 2018 Regatta instead of CVB placing the ads and promotions; (in the past, the CVB expended \$20,000 per year to advertise/promote the Regatta). This increases the reimbursement to the City to \$200,000 per year instead of \$180,000.

THE FOLLOWING WILL SERVE AS THE RECORD OF ALL ACTIONS TAKEN DURING THE PERIOD
(JUNE 21-JULY 21, 2017) UNDER THE AUTHORITY OF RESOLUTION R-09-161

- allow the County to exercise the option of extending the agreement an additional year, leaving one option remaining to extend for an additional year in 2018.
- Attendance is estimated at 80,000 with an estimated economic impact of \$8 million to the urban core.
- All funds involved are tourism taxes, NOT ad valorem taxes.

County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney

Clague

Instructions to Board Records

This item was approved on July 11, 2017, pursuant to Resolution R-09-161.

July 11, 2017:

- One signed agreement sent to Monica Luff, CVB.
- Copy of approved agenda memo to monica.luff@mymanatee.org, eva.galler@mymanatee.org, budget@mymanatee.org

Accepted pkg. stamped 7/25/17 emailed to above parties, 7/31/17, RT

Cost and Funds Source Account Number and Name

1030002202 CVB Promotions

Amount and Frequency of Recurring Costs

Up to \$200,000/year for up to a total of five (5) years (to June 24, 2019)

Attachment: Co Atty Memo - Regatta Agree 4.pdf

Attachment: Executed Regatta Agreement - Amendment 4.pdf

Monica Luff

From: William Clague
Sent: Friday, June 23, 2017 2:35 PM
To: Monica Luff
Cc: Mitchell Palmer; Alex Nicodemi; Elliott Falcione
Subject: Regatta Agreement Amendment Four; RLS-2017-0318

Monica:

Pursuant to the above Request for Legal Services you have asked this office to review a Fourth Amendment (Amendment) to the existing agreement between the County and the City of Bradenton to fund the Bradenton Area River-Fest Regatta. I provide the following advice in response:

1. The Amendment follows the standard form previously approved by this office.
2. The Amendment includes "strike-through" language in the restated provision that is being amended. Because the Amendment provides for the provision to "read in its entirety" as set forth in the Amendment, this strike-through language should be deleted.

Subject to the inclusion of the above revision, I have no objection from a legal standpoint to the Amendment being scheduled for consideration by the Board. I express no opinion as to the business judgment of entering into the Amendment.

This concludes my response to the RLS. Please let me know if you have any questions or concerns.

Bill Clague
Assistant County Attorney
Manatee County, Florida
ph. 941-745-3750
fx. 941-749-3089
william.clague@mymanatee.org

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of the State of Florida**

By: Board of County Commissioners

By: _____
Ed Hunzeker, County Administrator

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corporation of the State of Florida**

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Mayor/Pro Tem

ATTEST: Sharon Beauchamp, City Clerk

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**The above activities are an anticipated list, which can be changed with mutual agreement between the Executive Directors of the Bradenton Area CVB and the Sponsor without amending the exhibit.*

EXHIBIT "B"

DESCRIPTION OF PROMOTIONAL SERVICES:

~~ISM/USA will work with the Bradenton Area CVB to regionally market the Event. CVB will expend up to \$20,000 for Advertising, Marketing, and Public Relations efforts including creating awareness via Public Relations and Social Media Platforms pre and day of Event.~~

DESCRIPTION OF REIMBURSABLE COSTS:

Examples of Reimbursable Costs are as follows, but are not limited to:

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- Logistics of the event programming
- Crowd control plan/venue layout
- City and government event approval meeting
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 - National Dog Show Deposit
 - International XPOGO Deposit
 - Powerboat Super League (2nd Deposit)
 - ~~January~~ December 1, 2017 \$30,000
 - Planning/Operations/Public Safety (\$10,000)
 - Advertising/Promotions (\$20,000) **Outside of Manatee County**