

**REIMBURSEMENT AGREEMENT FOR  
PROMOTION OF  
TOURISM**

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**NATHAN BENDERSON PARK CONSERVANCY, INC. (previously known as  
"SANCA")  
MANATEE COUNTY**

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**THIS REIMBURSEMENT AGREEMENT** ("Agreement") is made and entered into as of October 12, 2021, by and between the Nathan Benderson Park Conservancy, Inc. (previously known as "SANCA"), a Florida non-profit corporation (hereinafter, the "NBPC") 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 Bradenton Area Convention and Visitors Bureau ("CVB") 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**, NBPC promotes tourist-related business in Manatee County, and is willing to provide the services described herein to promote tourism to Manatee County subject to being reimbursed by the County as provided herein; and

**WHEREAS**, it is in the best interest of the County, and serves the mission of the County's Convention and Visitors Bureau, to support the marketing and promotion of tourism to the County, by reimbursing NBPC for the costs of such marketing and promotion in the manner set forth herein.

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

**1. MARKETING AND PROMOTION OF TOURISM.**

For the purpose of promoting tourism to Manatee County, NBPC shall provide or procure the promotional services described in Exhibit "A" attached hereto and incorporated herein by reference.

The actual and direct costs incurred by NBPC in providing or procuring the foregoing services, in the amounts set forth in Exhibit "A", shall be considered "Reimbursable Costs" for the purposes of this Agreement, and no other costs shall be considered Reimbursable Costs.

**2. REIMBURSEMENT COSTS.** The County shall reimburse NBPC for Reimbursable Costs, in an aggregate amount not to exceed one hundred and seventy thousand dollars (\$170,000.00), subject to the following provisions:

A. Valid Reimbursable Costs; Compliance With Obligations: The County shall reimburse NBPC for only such Reimbursable Costs as are validly incurred in accordance with the requirements of this Agreement. The County's obligation to provide such reimbursement shall not exceed one hundred and seventy thousand dollars (\$170,000.00) and shall be subject to compliance by NBPC with its obligations under this Agreement.

1. Manatee County will disburse funds as reimbursement for venue-related fees to NBPC when hosting out-of-town rowing teams/clubs as determined by NBPC.
2. Manatee County will disburse funds as reimbursement to NBPC when sponsoring a tradeshow, conference or sales mission specifically related to procuring out-of-town sports/event-related business at Nathan Benderson Park or other aquatic venues in Manatee County.

B. Submission of Written Request and Invoices: In order to receive reimbursement for Marketing and Promotion of Tourism, NBPC shall provide the County with a written request, to be submitted to the Bradenton Area Convention and Visitors Bureau, together with (1) written invoices (indicated as paid including copy of cancelled check (front & back), the corresponding invoice to backup each check, if a credit card is used a receipt must be provided, (2) documentation acceptable to the County reasonably necessary to identify the reimbursable costs incurred and funded, and (3) a completed W-9 form. See Exhibit "A" for Reimbursement & Payments.

C. Processing and Payment: The County shall, within ten (10) days of receipt, review the invoice and either approve the invoice for payment or request from NBPC additional information. If the invoice is approved for payment, the County shall remit payment to NBPC within forty-five (45) days of the date of the original submittal to the County representative. If any amount in the request is disputed by the County, the County shall, as soon as practical, notify NBPC and make partial payment of the amount which is not in dispute pursuant to this paragraph. The NBPC and the County shall meet within seven (7) days of the County notification to attempt to resolve any disputed amounts.

D. Availability of Funds: The County intends to fund the reimbursements and sponsorship advertising in Section 3 below to be made hereunder with proceeds of the County's tourist development tax. The obligation of the County to reimburse and/or disperse funds to NBPC for costs hereunder is subject to the discretion of the Board of County Commissioners to budget legally available funds, including without limitation proceeds of the County's tourist development tax, as well as other revenues, in amounts

sufficient to fund such costs. Accordingly, this Agreement shall not be construed to constitute a debt or general obligation of the County, or to result in a pledge of or lien upon any revenues of the County, including without limitation general revenues or proceeds of the County's tourist development tax.

E. Performance Conditions: In addition to the other terms and conditions set forth in this Agreement, the County's obligation to provide reimbursement to NBPC shall be conditioned upon NBPC's continued performance of the following conditions:

1. All tournaments, regattas and special events that drive in business from the marketplace must coordinate/contract room blocks with a third-party housing bureau unless discussed with the County's Bradenton Area Convention and Visitors Bureau ("BACVB") prior to any particular event.
2. NBPC will utilize an electronic system to schedule and account for records of use, events, participation, and payments at or for Nathan Benderson Park. At any time, the BACVB may request and receive or inspect documentation of any and all records including, but not limited to, financial records of such use and events, and NBPC shall provide such records within fifteen (15) days of receipt of such request.
3. In an effort to better communicate the scheduling of events at Nathan Benderson Park, NBPC will provide the BACVB with an annual schedule of events with estimated attendance, updated on at least a quarterly basis.
4. NBPC shall provide to the BACVB an annual event report listing all events that took place at Nathan Benderson Park, and a financial report no later than sixty (60) days after each fiscal year. The report shall include, but not be limited to, attendance numbers, economic impact, and hotel room night generation for each event and total for the fiscal year, and provide a comparison from year prior.
5. NBPC shall capture marketplace impressions of Nathan Benderson Park and provide to BACVB on an annual basis, including previous year total after the second year.
6. NBPC shall budget/raise dollars for future event bid requirements. NBPC understands that throughout the term of this Agreement, BACVB may not provide additional bid fee dollars for new events at Nathan Benderson Park.
7. Through a creative marketing and advertising plan, NBPC shall showcase program growth at Nathan Benderson Park.
8. NBPC shall maintain recognition in the State of Florida and with the United States Department of Treasury, Internal Revenue Service as a tax-exempt non-profit corporation through the term of this Agreement. NBPC shall remain fiscally solvent and shall not (a) file a voluntary petition in bankruptcy; (b) be adjudicated or determined to be bankrupt or insolvent; (c) be subject to an order of a competent authority pursuant to which a

receiver, liquidator or trustee shall have been appointed and such receiver, liquidator or trustee shall not have been discharged within thirty (30) calendar days of the issuance of such order, (d) make an assignment for the benefit of or enter into a composition with its creditors, (e) seek to terminate its existence or (f) otherwise wind up its affairs.

**3. CVB BRANDED VENUE SPONSORSHIP ADVERTISING; PERFORMANCE CONDITIONS.** In addition to the Reimbursable Costs, Manatee County will also distribute funds in an amount not to exceed one hundred five thousand dollars (\$105,000) to NBPC for pre-packaged sponsorship advertising. This sponsorship advertising shall be for branded venue advertising at Nathan Benderson Park in Sarasota according to the required documentation and pay schedule as provided in Exhibit B. These funds are not reimbursement dollars, but rather subject to the pay schedule in Exhibit B.

**4. FINANCIAL RECORDS AND ACCOUNTING.** The NBPC shall keep and maintain financial records related to the operation of the program in accordance with generally accepted accounting principles, and shall allow the County or its agents to review and audit same at any time upon reasonable notice. The NBPC shall make all such records available for inspection as otherwise may be required by law. The NBPC shall be responsible for any governmental/regulatory fees or taxes associated with the program.

#### **5. DURATION AND TERMINATION.**

A. Duration: The term of this Agreement shall commence on October 1, 2021, and shall remain in effect until September 30, 2023, for a total of two (2) years. The effective terms of the Agreement will be based on a fiscal year of October 1 thru September 30 of each year. Either party may upon giving notice ninety (90) calendar days prior to the expiration of the term, elect to not renew this Agreement without cause for any reason.

B. Termination Without Cause: Either party shall have the right to terminate this Agreement for convenience, without cause and for any reason, subject to ninety (90) days' notice to the other party. Upon termination, NBPC shall provide a final invoice to the County, and the County shall make a final reimbursement then due to NBPC for all eligible costs incurred on or prior to the date of termination under this Agreement. NBPC shall ensure that any and all contracts it enters into with contracting agents and advertisers are subject to the County's right of termination pursuant to this paragraph.

C. Termination For Cause: The County shall have the right to terminate this Agreement for cause in the event that NBPC fails to perform any obligation hereunder, subject to thirty (30) days notice and opportunity to cure such nonperformance on the part of NBPC. NBPC shall ensure that any and all contracts it enters into with contracting agents and advertisers are subject to the County's right of termination pursuant to this paragraph.

#### **6. INDEMNIFICATION; INSURANCE.**

A. Indemnity: To the extent permitted by law (and in the case of the County, the tort liability limitations set forth in Section 768.28, Florida Statutes) each of the parties

hereto shall indemnify and hold harmless the other, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the indemnifying party and other persons employed or utilized by the indemnifying party in the performance of this Agreement. NBPC shall require the inclusion of a similar provision (without the foregoing tort limitations set forth in Section 768.28, Florida Statutes) in its agreements with subcontractors participating in NBPC-managed events, providing for indemnification of NBPC and County by such subcontractors. NBPC shall also require that such subcontractors include such a provision in all contracts between such subcontractors and their subcontractors.

B. Insurance: NBPC and all participating subcontractors in any NBPC-managed events shall carry and provide insurance coverage for such event, in the types and amounts acceptable to the County's risk management official, and provide satisfactory proof of such insurance, naming the County as an additional insured on all applicable insurance policies, no later than forty-five (45) days in advance of any such event.

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

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

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

To NBPC:                            Chief Executive Officer  
    Nathan Benderson Park Conservancy, Inc.  
    5851 Nathan Benderson Circle  
    Sarasota, FL 34235  
    (941) 358-7275 (phone)  
    (941) 358-4988 (fax)

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

**10. CONSTRUCTION.**

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

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

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

**11. AMENDMENTS; WAIVERS; ASSIGNMENT.**

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

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

C. Assignment: The rights and obligations of either party to this Agreement may be assigned to a third party only pursuant to a written amendment hereto.

**12. VALIDITY.** Each of the County and NBPC represents and warrants to the other its respective authority to enter into this Agreement.

**13. SEVERABILITY.** The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid term or provision should not affect

the validity of any term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent here thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

**14. GOVERNING LAW; VENUE.** This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

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

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

**17. PUBLIC RECORDS.** Pursuant to Florida Statutes § 119.0701, because NBPC is performing services on behalf of the County, NBPC shall:

i. Keep and maintain public records required by the County to perform the services provided hereunder.

ii. Upon request from the County's custodian of public records (identified below), provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if NBPC does not transfer the records to the County.

iv. Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of NBPC or keep and maintain public records required by the County to perform the Program services. If NBPC transfers all public records to the County upon completion of this Agreement, NBPC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If NBPC keeps and maintains public records upon completion of this Agreement, NBPC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF NBPC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO NBPC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: ATTN: RECORDS DIVISION MANAGER, P.O. BOX 1000, BRADENTON, FL 34206-1000. [DEBBIE.SCACCIANOCE@MYMANATEE.ORG](mailto:DEBBIE.SCACCIANOCE@MYMANATEE.ORG); (941) 742-5845.

18. **EFFECTIVE DATE.** This Agreement shall take effect as of the date set forth above.

[signature page to follow]

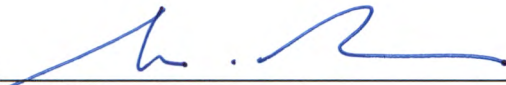


***WHEREFORE, the parties hereto have executed this Agreement as of the date and year first above written.***

**MANATEE COUNTY, a political  
subdivision of the State of Florida**  
By: Board of County Commissioners

By:   
\_\_\_\_\_  
Dr. Scott Hopes, County Administrator

**NATHAN BENDERSON PARK  
CONSERVANCY, INC.**  
a Florida Non-Profit Corporation

By:   
\_\_\_\_\_  
CEO or designee

[signature page]

## Exhibit A

### Tourism-Related Marketing & Promotions Program

Costs to be reimbursed by County to Nathan Benderson Park Conservancy, Inc., Inc. for tourism-related marketing and promotions: **not to exceed \$170,000.00**

- A. The following outlines some of the tourist-related marketing and promotion programs Nathan Benderson Park Conservancy, Inc., Inc. has planned, but is not limited to:
- Row 2k – Publication
  - World Rowing – Publication
  - Rowing News – Publication
  - Kayak & Canoe – Publication
  - International Canoe Federation – Publication and on-line component
  - United States Canoe Association – Publication and on-line component
  - Bradenton Area Convention & Visitors Bureau (BACVB) may sponsor “Jumbo Tron” or any other advertising panels during certain tournaments at Nathan Benderson Park.
  - BACVB may sponsor rowing, kayak, canoe and triathlon events, conventions, tradeshow throughout the term of this Agreement.
  - BACVB may pay for the cost of Nathan Benderson Park when certain out-of-town teams utilize either facility as determined by NBPC.
  - NBPC must include BACVB logo in all marketing and promotional activities throughout the term of this Agreement.
  - NBPC must include BACVB logo on the home page of their website that includes a link to BACVB website.
  - Athlete fees for use of parks for rowing practices and events.
- B. Reimbursements not to exceed \$170,000.00 will be made to “NBPC” for acceptable expenditures as specified under this agreement.
- C. In order to receive reimbursement, NBPC will provide the County with a written request together with written invoices indicating expenses paid, including the copy of the cancelled check (front & back) and corresponding copy of paid invoice to back up each check. If a credit card is used, a receipt must be submitted.
- D. Each request for reimbursement must also include proof of purchase for the respective marketing program as follows:
- Publication – Copy of advertising tearsheet, e-tearsheet, brochure, publication etc. showing the BACVB logo
  - On-Line Component – Online screen shot showing BACVB logo

- Jumbo-Tron – or other advertising panels - Actual photo of jumbo-tron display
- Sponsored Event – Flyer, brochure, or advertisement of event with dates and group(s) being sponsored. Detailed information about event
- Facility Cost(s) for Nathan Benderson Park or other aquatic venues in Manatee County – provide detailed invoice including fee schedule charges by facility, usage, and specific date of events. The invoice should include proof of use of the facility including information on team(s) utilizing the facility

## Exhibit B

### CVB Branded Venue Advertising at Nathan Benderson Park

Funds to be disbursed by County to Nathan Benderson Park Conservancy, Inc., Inc. for pre-packaged sponsorship (branded venue) advertising at Nathan Benderson Park: **not to exceed \$105,000.00**

In order to receive payment, NBPC shall provide the County with a written request in equal installments (can be on a monthly or quarterly basis), to be submitted to the Bradenton Area Convention & Visitors Bureau (BACVB), together with:

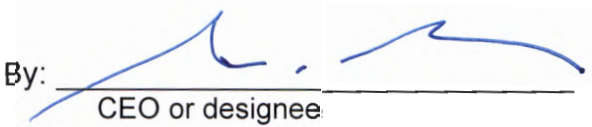
- Proof that the pre-determined sponsorship advertising packages (i.e., gold, silver, bronze) offered to the County are the same pre-determined sponsorship advertising packages that are offered to all other sponsors/advertisers.
- Photographs and/or proof of BACVB logo on relevant advertising (i.e., banner, flag, sign).
- Copies of entry forms, posters, or other advertising, including the BACVB logo, related to the sponsorship/advertising.
- Details of the BACVB branded venue advertising sponsorship.

***WHEREFORE, the parties hereto have executed this Agreement 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:   
\_\_\_\_\_  
Dr. Scott Hopes, County Administrator

**NATHAN BENDERSON PARK  
CONSERVANCY, INC.**  
a Florida Non-Profit Corporation

By:   
\_\_\_\_\_  
CEO or designee

[signature page]


**APPROVED** in Open Session  
11/16/2021  
Manatee County Board of County  
Commissioners



## Convention & Visitors Bureau

1 Haben Blvd  
Palmetto, FL 34222  
Phone number: (941) 729-9177

# MEMORANDUM

To: Vicki Tessmer, Board Records  
From: Elliott Falcione, Exec. Director, CVB   
Date: October 15, 2021  
Subject: SANCA renamed Nathan Benderson Park Conservancy

On October 12, 2021, the original agreement between Manatee County and SANCA (Suncoast Aquatic Nature Center Association) was approved by the County Commissioners and fully executed. However, SANCA has changed their legal business name to Nathan Benderson Park Conservancy, Inc.

Due to scriveners' error (name change only), please place this revised agreement on the Clerk's Consent agenda at your earliest convenience.

Please let me know if you have any questions, I can be reached at x3940.

Thanks.

EF/ml

cc: Monica Luff, CVB

JAMES  
SATCHEL  
*District 1*

REGGIE  
BELLAMY  
*District 2*

KEVIN  
VAN OSTENBRIDGE  
*District 3*

MISTY  
SERVIA  
*District 4*

VANESSA  
BAUGH  
*District 5*

CAROL  
WHITMORE  
*At Large*

GEORGE W.  
KRUSE  
*At Large*