

**SECOND AMENDMENT TO THE LICENSE AGREEMENT BETWEEN
MANATEE COUNTY YOUTH ROWING, INC.**

AND

MANATEE COUNTY

THIS IS THE SECOND AMENDMENT ("Second Amendment") to the License Agreement, which is made and entered into this 1st day of December 2021 (hereinafter "Effective Date"), between MANATEE COUNTY, a political subdivision of the State of Florida with its principal place of business located at 1112 Manatee Avenue West, Bradenton, FL 34205 (hereinafter "County"), and MANATEE COUNTY YOUTH ROWING, INC., a Florida Not-For-Profit Corporation, whose mailing address is P.O. Box 924, Parrish, FL 34219 (hereinafter "Licensee"), collectively "parties."

WHEREAS, on December 13, 2016 the parties hereto entered into a License Agreement ("Agreement") to develop and operate youth (high school, club, and summer camp) programs, paddling activities, and community rowing (Masters) program for health, fitness, educational and competitive services at the County owned property known as Fort Hamer Park, hereinafter referred to as the "Property" at location shown on **Exhibit A**, "Site Plan & Property" of the Agreement; and

WHEREAS, on February 13, 2018 the parties executed the First Amendment to this Agreement, which modified Articles 1, 3, 4, 5, 14, and 20 to better clarify and provide services ("First Amendment"); and

WHEREAS, on August 12, 2021 the non-profit agency services agreement between the County and the Suncoast Aquatic Nature Center Associates, Inc. ("SANCA") was terminated; and

WHEREAS, the parties now wish to amend the Agreement as set forth herein to redirect the services provided by SANCA to Licensee, and update other sections of the Agreement.

NOW THEREFORE, for and in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Exhibit A** "Site Plan and Property" shall be removed in its entirety and replaced as attached.

3. **Article 1. d.** is amended and restated to read in its entirety:

The continuing proprietary use of the facilities by visiting collegiate and non-local private teams that have registered through Licensee to use the facilities from time-to-time for the purpose of improving their skills and preparing for competition at other local venues.

4. **Article 9** is amended and restated to read in its entirety:

County shall furnish electricity, water, sewer and trash collection for the property. Licensee shall contract for all other utilities services in Licensee's name and pay all deposits and use charges as they become due. Other utilities services may include, without limitation, telephone, gas, cable TV, and the like.

5. **Article 14**, subsection h, is hereby amended and restated to read in its entirety:

MANAGEMENT OF ROWING VISITING TEAMS. Licensee shall schedule, facilitate, prepare and act as onsite host of all visiting teams at the Property. Licensee shall market the Bradenton area and Fort Hamer as a training, paddling and rowing destination, and advertise same on its website and other marketing platforms. Licensee shall market to regional, national, and international organizations in order to encourage Visiting Teams to the Manatee/Sarasota area. Licensee reserves the right to charge and retain reasonable fees for Visiting Teams to train at Fort Hamer. Except as otherwise described in this Agreement, Licensee staff and/or volunteers shall be present when visiting rowing teams are present at Fort Hamer. Such hospitality and service are a major responsibility belonging to Licensee and is a cornerstone for the execution of this Agreement.

6. **Article 14**, subsection p, is hereby amended and restated to read in its entirety:

Exhibit I Licensee shall maintain membership with U.S. Rowing, Inc. and provide proof of same by March 1st annually.

7. **Article 20**, the third paragraph, is amended and restated to read in its entirety:

Licensee may choose to rent certain rowing and safety related equipment, as well as boat storage space, to visiting rowing teams as a source of funds for its programs. County has no interest in regulating this activity, beyond normally required licenses and permits required to carry-out such business activities.

8. **Article 21** is deleted in its entirety.

9. **Article 26**, subsection c. is hereby amended to read as follows:

In the event that Licensee employs four or more employees (as defined in Florida Statutes Chapter 440), Licensee shall carry Workers' Compensation insurance per the State of Florida's statutory limits within Chapter 440, Florida Statutes and Employer Liability insurance in an amount not less than \$100,000, including Disease Policy each employee in an amount not less than \$100,000 and Diseases Policy Aggregate in an amount not less than \$500,000.

10. In the event that any paragraph of this Second Amendment is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof, but shall be confined solely to the paragraphs involved in such decision.

11. All other terms and conditions of the Agreement not expressly amended herein shall remain unaffected by this Second Amendment and shall remain in full force and effect.

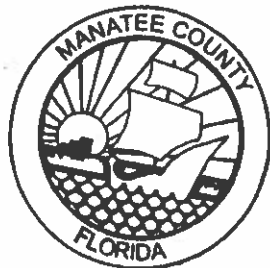
IN WITNESS WHEREOF, the parties have caused this Second Amendment to this Agreement to be fully executed as of the Effective Date set forth above.

MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners

By: _____
Chairperson

Date: 12/14/2021



ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: Robin Deth, DC
Deputy Clerk

MANATEE COUNTY YOUTH ROWING, INC.

By: Stephanie M. O'Donnell

Print: Stephanie M. O'Donnell

Title: President

Date: 11/12/21



Board of County Commissioners December 14, 2021 - Regular Meeting

SUBJECT

EXECUTION OF SECOND AMENDMENT TO THE LICENSE AGREEMENT WITH MANATEE COUNTY YOUTH ROWING, INC.

Category

CONSENT AGENDA

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Contact: Debbie Voorhees, Contracts Manager, Parks and Natural Resources Department, ext. 6013

Presenter: Charlie Hunsicker, Director, Parks and Natural Resources Department, ext. 6001

Action Requested

Authorization by the Board of County Commissioners for the Chairperson to execute the Second Amendment.

Enabling/Regulating Authority

Florida Statute 125

Background Discussion

In 2016 the County entered into a License Agreement with Manatee County Youth Rowing (MCYR) (a not-for-profit organization of volunteers, with one paid coach) to provide recreational and competitive rowing programs to community youth and adults at Ft. Hamer's rowing facility and boathouse.

Simultaneously, in 2016 the County entered into a Non-Profit Agency Services Agreement with Suncoast Aquatic Nature Center Associates, Inc. (SANCA) for the primary purpose of marketing to out-of-town and collegiate rowing teams with the goal of bringing them to Ft. Hamer's rowing facility/Manatee County.

On August 12, 2021 the County received a letter from SANCA indicating our mutual decision to terminate SANCA's Non-Profit Agency Services Agreement.

MCYR has always been responsible for "hosting" the visiting rowing teams and feels they have established relationships which will allow them to secure visitation to Ft. Hamer directly (without the assistance of SANCA). The Manatee County Convention and Visitors Bureau has offered to assist MCYR with marketing Ft. Hamer as a rowing destination.

Therefore, MCYR's Agreement needs to be amended to reflect this new aspect; i.e.: folding SANCA's responsibilities into MCYR's contract. Other (minor) changes have also been addressed in the Second Amendment.

Attorney Review

Formal Written Review (Opinion memo must be attached)

Reviewing Attorney

Nicodemi

Instructions to Board Records

Please provide the approved Agenda Item and executed Second Amendment to:
debbie.voorhees@mymanatee.org **Distributed 12/16/21 RT**

Cost and Funds Source Account Number and Name

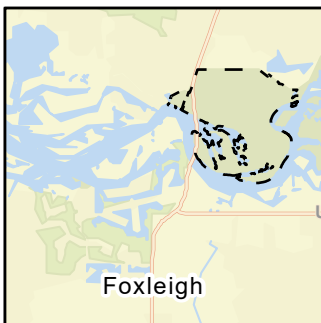
N/A Service Contract

Amount and Frequency of Recurring Costs

N/A



Spatial Reference



Fort Hamer Park Exhibit A - Property

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community; Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

2021



**FIRST AMENDMENT TO THE LICENSE AGREEMENT BETWEEN
MANATEE COUNTY YOUTH ROWING, INC.
AND
MANATEE COUNTY**

This First Amendment to the License Agreement (“Amendment”), is made and entered into February 13 2018, by and between MANATEE COUNTY, a political subdivision of the State of Florida (hereinafter “County”), whose mailing address is 1112 Manatee Avenue West, Bradenton, Florida 34205, and MANATEE COUNTY YOUTH ROWING, INC., a Florida Not-For-Profit Corporation, (hereinafter "Licensee") whose mailing address is P.O. Box 924, Parrish, FL 34219.

WHEREAS, on December 13, 2016 the parties hereto entered into a License Agreement (**Exhibit 1**) (“Agreement”) to develop and operate youth (high school, club, and summer camp) programs, paddling activities, and community rowing (Masters) program for health, fitness, educational and competitive services at the County owned property known as Fort Hamer Park, hereinafter referred to as the “Property” at location shown on **Exhibit A**, “Site Plan & Property” of the Agreement; and

WHEREAS, the parties wish to amend the Agreement set forth herein.

NOW THEREFORE, for and in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree as follows:

1. All provisions of the Agreement not expressly amended herein shall remain in full force and effect as set forth in the Agreement.
2. Article 1, subsection e, of the Agreement is deleted, which stated the following:

In all use of the surrounding portions of Fort Hamer Park, Licensee, its officers, employees, volunteers, and invitees, shall abide by all County rules and practices applicable to the County’s Park.

3. Article 3 of the Agreement is hereby amended and restated to read in its entirety:

Licensee shall use the Property for the purpose of recreational rowing and training programs open to the public by becoming a member of the Manatee Youth Rowing Club and to the benefit of Licensee’s program specifically described in Exhibit D attached hereto (hereinafter the “Program” and for no other purpose.

Licensee has first priority for use of the Property when not required for use by visiting collegiate or non-local private teams as referred to in Article I above. In all other instances, except as outlined in Article I above, the County will have second priority for the use of the

Property. Planning and scheduling the use of the Property shall be in accordance with the applicable provisions of Exhibit D.

In all use of the surrounding portions of Fort Hamer Park, Licensee, its officers, employees, volunteers, and invitees, shall abide by all County rules and practices applicable to the County's Park.

4. Article 4 of the Agreement is hereby amended and restated to read in its entirety:

This Agreement shall commence on the date set forth above (hereinafter the "Effective Date"), and end on November 30, 2017, unless terminated earlier as herein provided.

Provided there has been no default under this Agreement by Licensee, Licensee may, by written notice to the County at least one hundred (120) days before the end of the initial term, request renewal for a five (5) calendar year term through November 30, 2022. This Agreement shall automatically renew for a second five (5) year term unless either party provides a Notice of Cancellation at least 180 days prior to the term expiration date.

5. Article 5 of the Agreement is hereby amended and restated to read in its entirety:

Licensee shall pay to County rent in the amount of ten dollars (\$10.00) per year to be paid upon execution of this Agreement by County and on or before the same date in each succeeding year. Additionally, Licensee shall also pay, as and when due and payable, all taxes, assessments or other charges that may be imposed by the State of Florida or any agency thereof against the Property or any part thereof or with respect to this Agreement and the operation and conduct of the Program including tax, title fees and registration of any related County surplus equipment that County may choose to transfer ownership to the Licensee.

6. Article 14, subsection k, of the Agreement is hereby amended and restated to read in its entirety:

Operate the Program within the time provided herein and use the building in accordance with the Program and this Agreement. By October 15th of each year, Licensee shall submit to the County a report for the prior year (September 1 – August 31) showing the number of participants in each activity, an overview of each activity, the contemplated activities for the upcoming year, and the goal of each activity.

7. Article 14, subsection p, of the Agreement is hereby amended and restated to read in its entirety:

Exhibit I Licensee must maintain membership with U.S. Rowing, Inc. and provide proof of same (Membership Certificate) by March 1st annually.

8. Article 14, subsection q, of the Agreement is hereby amended and restated to read in its entirety:

Exhibit K Provide annually by August 15th Licensee's Head Coach Qualifications.

9. Article 20 of the Agreement is hereby amended and restated to read in its entirety:

Licensee will provide a community summer camp as an important part of its community programming. County will assist in promoting the rowing camp through listing information on sites and in advertisements promoting County camps as deemed appropriate by County Recreation Division Staff. All Registration and funding will be through Licensee resources. Licensee shall receive all revenues generated through Licensee's camps.

Licensee may hold three special events annually on site and all County Special Event Permit fees will be waived. At least 60 days prior to Licensee's special events, a written request must be submitted to the County Parks and Natural Resources Department's Contract Manager, for written approval by the Director of Parks and Natural Resources. Within five business days from receipt of this approval, Licensee shall apply to the County Parks and Natural Resources Department, Special Events Division for the appropriate Special Event Permit, and comply with the rules and regulations thereof. All revenues earned from staging such events will remain with Licensee. Permission for waiver of fees for additional special events may be considered, on a case-by-case basis, for approval by the Director of Parks and Natural Resources.

Licensee may choose to rent certain rowing and safety related equipment, as well as boat storage space, to visiting rowing teams as a source of funds for its programs. A Memorandum of Understanding (MOU) between MCYR and SANCA is the primary document regulating the visiting team activities. County has no interest in regulating this activity, beyond normally required licenses and permits required to carry-out such business activities.

Licensee may charge reasonable fees for the storage of rowing related personal property in the County-owned Boathouse. Licensee accepts County's assertion of no fiduciary responsibility or liability for any damage or loss of those paying Licensee for such personal property storage in the County-owned Boathouse or outdoor storage facility, after completion.

As a fundraising component to Licensee's programs, Licensee may choose to rent kayaks, paddleboards, and other equipment related to water activities and fitness programs to the general public. All registration and funding shall be through Licensee's resources. Licensee will consequently receive all revenues generated from these rentals, to be used by Licensee to fund its operations on the Property.

10. In the event that any paragraph of this Amendment is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof, but shall be confined solely to the paragraphs involved in such decision.
11. This Amendment shall take effect immediately upon signature by both parties.

[Signature Page to follow]

IN WITNESS WHEREOF, the parties have caused this First Amendment to this Agreement to be fully executed as of the date set forth above.

MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners



By: *Donna Allen*
Chairperson

Date: *2/13/18*

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: *Robin Roth, DC*
Deputy Clerk

MANATEE COUNTY YOUTH ROWING, INC.

By: *Michele Klepper*

Print: *Michele Klepper*

Title: *MCYR President*

Date: *2/1/18*

EXHIBIT 1 TO FIRST AMENDMENT

LICENSE AGREEMENT BETWEEN MANATEE COUNTY YOUTH ROWING, INC AND MANATEE COUNTY

This License Agreement ("Agreement") is made and entered into as of 12/13/16 by MANATEE COUNTY, a political subdivision of the State of Florida (hereinafter "County"), whose mailing address is Post Office Box 1000, Bradenton Fl. 34206, and MANATEE COUNTY YOUTH ROWING, INC, a Florida Not-For-Profit Corporation (hereinafter "Licensee"), whose mailing address is P.O. Box 924, Parrish, FL 32419.

WHEREAS, the County owns and operates rowing facilities, a boathouse, docks, launches and other associated facilities and equipment on a portion of the County's Fort Hamer Park located on the Manatee River at the southern terminus of Fort Hamer Rd., Parrish, Florida, as shown in the attached Exhibit A and Exhibit B (hereinafter, the "Property"); and

WHEREAS, the County desires to partner with Licensee to develop and operate youth (high school, club and summer camp) programs, paddling activities, and community rowing (Masters) program, for health, fitness, educational and competitive services; and

WHEREAS, the County has acquired launches with certain safety equipment and motors to be used for such rowing programs; and

WHEREAS, pursuant to a resolution adopted by the County concurrently with the approval of this Agreement, such equipment will become surplus property, the ownership of which will split among current cooperative users of the Property; and

WHEREAS, the Licensee possesses the legal, technical certifications and experiential resources to enable it to fully perform the obligations contained herein; and

WHEREAS, the County has an agreement for non-profit agency services with Suncoast Nature Center Associates, Inc. (SANCA) responsible to coordinate with Licensee the scheduling and facilitation of all out of town rowing team entities at the Fort Hamer location.

WHEREAS, Manatee County Code § 2-24-11 authorizes the County to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, provisions, terms, promises, and conditions contained herein, the Parties agree as follows:

ARTICLE 1: PURPOSE/GRANT OF LICENSE.

The County and Licensee have entered into this Agreement (a) to enhance and promote Manatee County as a unique community, and provide for the comfort in and enjoyment of the use of youth and community fitness and rowing by its patrons, and (b) to provide the County with youth (high school, club and camp) rowing programs and community rowing organizational, developmental, instructional, physical conditioning and educational services, all in accordance with the terms, conditions and limitations of this Agreement.

Licensee shall create an inviting impression at the Property through the implementation of a community informative, competitive, physical, mentally prepared and educational rowing program for youth and adults.

This Agreement and the rights and privileges granted to Licensee hereunder for the use of the Property for the operation of the program utilizing specified equipment are exclusive except as follows:

- a. The County's periodic authorization, via Special Event Permit or reservation, of the use of the Property or allowing the use of the Property by others, for the purpose of holding and conducting special events including the vending of food and and/or collegiate and out-of-state private team rowing facility use for the purpose of teaching, instruction, training and practice with thirty (30) day notice.
- b. The right of County, upon a determination that it is in the public interest, to establish additional locations for implementing a community informative, competitive and physical educational rowing program by obtaining additional licensees or use of its own employees.
- c. Except as specifically provided for herein with respect to the Licensee's use and operation of the facilities in the Property under this Agreement, the County shall at all times continue to retain and have the unqualified right to make any and all determinations concerning or relating to the Property, including but not limited to, establishing operating procedures, safety standards and/or fees or fines.
- d. The continuing proprietary use of the facilities by visiting collegiate and non-local private teams that have registered through SANCA, Inc. to use the facilities from time-to-time for the purpose of improving their skills and preparing for competition at other local venues.
- e. In all use of the surround portions of Fort Hamer Park, Licensee, its officers, employees, volunteers and invitees, shall abide by all County rules and practices applicable to the County's Park.

ARTICLE 2: THE PROPERTY.

County hereby grants unto Licensee and Licensee hereby accepts from County a license to operate its programs on the Property, subject to the terms, conditions, restrictions and limitations of record and set forth herein. It is understood and it is a condition of the granting of the license that

Licensee's interest in the Property is, and shall at all times during the period of this Agreement be limited to the use of the Property for the purpose as set forth in this Agreement, and Licensee does not have and shall not be considered as having any right or interest in or to the Property or any other interest of any kind or nature therein.

ARTICLE 3: USE.

Licensee shall use the Property for the purpose of recreational rowing and training programs open to the public by becoming a member of the Manatee Youth Rowing Club and to the benefit of Licensee's program specifically described in Exhibit D attached hereto (hereinafter the "Program") and for no other purpose.

Licensee has first priority for use of the Property when not required for use by visiting collegiate or non-local private teams as referred to in Article 1 above. In all other instances, except as outline in Article 1 above, the County will have second priority for the use of the Property. Planning and scheduling the use of the Property shall be in accordance with the applicable provisions of Exhibit D.

ARTICLE 4: DURATION AND RENEWAL.

This Agreement shall commence on the date set forth above (hereinafter the "Effective Date"), and end on November 30, 2017, unless terminated earlier as herein provided.

Provided there has been no default under this Agreement by Licensee prior to the expiration of the initial term, Licensee may, by written notice to the County at least one hundred twenty (120) days before the end of the initial term, request renewal for a second term of five (5) calendar year term through November 30th, 2022. Unless the County exercises its right not to renew before the end of the current term, the Agreement shall there upon renew.

ARTICLE 5: RENT.

Licensee shall pay to County rent in the amount of Ten and 00/100 (\$10.00) Dollars per year to be paid upon execution of this Agreement by County and on or before the same date in each succeeding year. Additionally, Licensee shall also pay, as and when due and payable, all taxes, assessments or other charges that may be imposed by the State of Florida or any agency thereof against the Property or any part thereof or with respect to this Agreement and the operation and conduct of the Program including tax, title fees and registration of any related County surplus equipment that County may choose to transfer ownership to the Licensee from time-to-time.

ARTICLE 6: IMPROVEMENTS AND CONSTRUCTION OF FACILITIES.

Licensee shall not commence the construction of any facility, building, or other improvement on or to the Property, nor shall any equipment or device be placed on or attached to the exterior of the structure, including its roof, without the prior written approval and consent by County. County may review and amend all final plans and specifications for any construction or modification to the Property.

On or before June 30, 2017, and from legally available funds, the County shall build at County's expense a sheltered, heavy-duty chain-linked outdoor boat storage facility against the west wall of the Ft. Hamer Boathouse with locking gate for the storage of Licensee's rowing related program equipment at such times it is required Licensee vacate the boathouse for use by visiting collegiate and non-locale private competitive rowing teams for the temporary storage and protection of such visiting teams equipment. Ownership of such improvements will remain with the County.

ARTICLE 7: ASSURANCES OF COUNTY.

County shall cooperate with Licensee in the efforts of Licensee to obtain all approvals and other permits or licenses which are or shall be required in order to use the Property in accordance with the terms and limitations of this Agreement. County further assures Licensee that County will take a lead role with Licensee volunteers taking a back-up role in providing and facilitating visiting college and non-local private competitive rowing teams and dock-master duties through the staff of County's Property Management Department. County Property Management Staff will play a backup role to Licensee volunteers to providing those same continuing host and dock-master services to such colligate and non-local private competitive rowing teams that may sign up to utilize the Ft. Hamer Boathouse and Rowing Facilities.

County shall, from time-to-time, back-up Licensee with County staff on call to facilitate the needs of visiting teams. Such assurance by County is intended to be needed sparingly. A major component of Licensee's performance will be based on Licensee's ability to perform this hosting and operational task in an accommodating, willing and able manner.

ARTICLE 8: DAMAGE OR DESTRUCTION.

The responsibility for insuring against loss of or damage to any personal Property of Licensee that will be placed or stored on the premises shall be borne by Licensee, and Licensee shall not look to County for any damage or loss occurring during the term of this Agreement.

County shall have no obligation to repair or restore the improvements on the Property if all or a portion of the improvements are damaged or destroyed as the result of any casualty. In the event of such a loss, Licensee may continue to use such portions of the premises as are usable or terminate this Agreement. Licensee shall claim no interest in the Property or improvements in the event of any eminent domain proceedings. Ninety (90) days after total destruction of the Property, unless the County has otherwise notified Licensee of its intent to reconstruct the Property, this Agreement shall automatically terminate.

ARTICLE 9: UTILITIES AND SERVICES.

County shall furnish electricity, water, sewer and trash collection for the property. Licensee shall contract for all other utilities services in Licensee's name and pay all deposits and use charges as they become due. Other utilities services shall include, without limitation, telephone, security system, gas, cable TV, and the like.

ARTICLE 10: RIGHT OF ENTRY.

County reserves the right and Licensee shall permit County, its agents or employees, to have access to and enter the Property to inspect the Property to assure its proper care and maintenance and for any other purpose reasonably connected with County's ownership of the Property and County's interest in the Program, and to determine the necessity for Licensee's performance of any work or replacement, restoration or repair of any improvement on the Property required to maintain compliance with applicable codes and rules. County may enter the Property at any time the County reasonably believes an exigency exists upon the Property or in relation to the Program and shall, as soon as reasonably possible, notify Licensee. Licensee shall provide the County keys, access codes, and any other similar method(s) needed to gain access to the improvements. County shall have the right to enter upon the Property to inspect the Property at any time. Except as otherwise herein provided, County shall give Licensee reasonable notice before making an inspection as to the condition of the Property and the Licensee's care, use and maintenance thereof and compliance with the terms and conditions of this Agreement.

ARTICLE 11: OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY.

All rights, title and ownership in the improvements vest in the County. Any personal property remaining on the Property after expiration or termination of this Agreement shall be retained by County or, at county's option, removed and disposed of with the cost for such removal and disposition borne by Licensee.

It is understood that the Licensee has installed personal property in the form of weight and fitness equipment that Licensee shall share with visiting collegiate and non-local, private competitive rowing teams as might be desired by such teams and coaches.

Any rowing, training and safety equipment listed in Exhibit L that is transferred to Licensee pursuant to Section 125.38, Florida Statutes, shall be utilized by Licensee as a source of sustaining revenue through rental to visiting teams as Licensee may best benefit from such periodic rental programs.

ARTICLE 12: MECHANIC'S LIENS.

In the event any mechanic's lien or other labor or material liens are filed against the Property or any portion thereof as a result of or in connection with Licensee's causing to be constructed or installed any building, improvement or facility or work performed on the Property by or at the request of

Licensee, Licensee shall cause each and all such liens to be discharged by payment, bond or otherwise within thirty (30) days after Licensee has received notice thereof from County, and in the event Licensee fails to do so, County may, at its option, obtain the discharge thereof, and Licensee shall indemnify and hold harmless County from and against any and all costs or expenses in connection therewith and shall reimburse County for such costs and expenses on demand, including attorney fees.

ARTICLE 13: MAINTENANCE OF PROPERTY.

Licensee shall keep every part and portion of the Licensee's improvement in good repair and in a neat, orderly, clean, safe and healthful condition in compliance with all codes and laws. Licensee shall be responsible for the removal of all boathouse and boathouse-related program trash and refuse removal to the County provided dumpster.

ARTICLE 14: COVENANTS OF LICENSEE.

Throughout the term of this Agreement, Licensee shall:

- a. Implement and continue to operate and maintain the Program substantially in accordance with Exhibit D, and abide by Licensee's Articles of Incorporation (Exhibit G).
- b. Not enter into or execute any contract, or use in its operation and conduct of the Program, any contribution, gift or donation, inter vivos or testamentary, that by its terms shall be inconsistent or in conflict with the limitations, terms and conditions of this Agreement.
- c. Maintain records, accounts, property records and personnel (Exhibit J) records in accordance with customary and appropriate industry standards, as deemed necessary by County, to assure proper use of the Property and compliance with the provisions of this Agreement, and make such books and records available to County for inspection and audit. At least every two years from the execution date of this Agreement, Licensee shall submit an audit or financial statement and letter from an Independent Certified Accountant which, at a minimum, will include: a review of Licensee's books and records, including canceled checks, invoices and budgets. The submission of the documents required hereunder shall serve as Licensee's certification and representation that the information contained therein is true and correct. County reserves the right to require audits instead of financial statements if reasonably deemed necessary by county.
- d. In its performance of this Agreement, comply with all applicable laws, orders and codes of Federal, State and local governments and the Americans with Disabilities Act. Licensee covenants and agrees that no person shall, on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs, be excluded from participation in the Program or denied the benefits of employment by Licensee. Handicapped persons will be accommodated if and when Licensee acquires adaptive rowing equipment manufactured specifically for such programs.

- c. Submit to County by March 1 of each year a list of Licensee's Board of Directors (Exhibit F). Licensee agrees that no County officer or employee shall be a voting or elected member of Licensee's Board of Directors during the term of this Agreement.
- f. Not sublet or assign its rights under this Agreement absent express prior written approval of the Director, which consent shall not be unreasonably withheld, conditioned or delayed.
- g. Maintain recognition in the State of Florida and with the United States Department of Treasury, Internal Revenue Service as a tax exempt (Exhibit E), non-profit corporation (Exhibit C) through the term of this Agreement.
- h. Cooperate and communicate as frequently as needed to assure the smooth and seamless scheduling and hosting of collegiate and non-local rowing teams scheduled to use the Ft. Hamer Rowing Facility through SANCA and/or Nathan Benderson Park Rowing Facility staff. Except as otherwise described in this Agreement, Licensee staff and/or volunteers shall be present when visiting teams rowing teams as also described in other Articles within this agreement. Such hospitality and service is a major responsibility belonging to Licensee and is a cornerstone for the execution of this Agreement.
- i. Require its employees, officers and volunteers to become aware of the terms of Chapter 2-24, Articles I and VII (Exhibit M) of the Manatee County Code of Ordinances, and the rules and regulations required by Manatee County for the use of rowing equipment and facilities and agrees to provide adequate oversight so as to ensure its agents and Program participants know and abide by the terms of all Parks rules and regulations (Exhibit M).
- j. Act as Manatee County onsite boathouse host and dock master for visiting college and non-local private competitive rowing teams, understanding the importance of rendering good customer service, cooperation and accommodation of such teams and their coaches to maintain and sustain the reputation of Manatee County as a gracious and welcoming community.
- k. Operate the Program within the time provided herein and use the building in accordance with the Program and this Agreement.
- l. If a petition in bankruptcy shall be filed by or against the Licensee, cause such petition to be vacated or dismissed within sixty (60) days of such filing, and prevent (i) itself from being declared bankrupt or insolvent, or (ii) a receiver or trustee being appointed to take charge of Licensee's affairs or property, and not make an assignment for the benefit of creditors.
- m. In the event an attachment at law against the goods, property or chattels of the Licensee is issued, cause such levy to be vacated or dissolved or the attached property restored to the Licensee by the giving or posting of a bond with surety within thirty (30) days after such attachment.
- n. Comply with, observe and meet the terms and conditions required under any state or federal law, rule or regulation to maintain a not-for-profit tax exempt status, and prevent and prohibit

any use or activity on the Property that serves as the basis for the imposition of ad valorem or intangible personal property taxes pursuant to applicable law.

- o. Participate in the Volunteer and Employee Criminal History System (VECHS) for background checks, as authorized by the National Child Protection Act of 1993 and the 2015 FL Statutes, Chapter 943.0542.
- p. Exhibit I Licensee's Membership Certificate, U.S. Rowing Inc.
- q. Exhibit K Licensee's Head Coach Qualifications.

ARTICLE 15: TERMINATION.

Licensee's rights under this Agreement shall terminate:

- a. As of the date established in written notice to County of Licensee's election to terminate this Agreement.
- b. By County providing written notice of early termination at least 180 days in advance should County, in its sole discretion, determine that the Property is necessary for other County purposes. Upon surrender of the Property, Licensee shall bring the Property into compliance with the provisions of Article 22.
- c. Upon the occurrence of any event of default by Licensee following required notice pursuant to Section 16 hereof. If this Agreement is terminated for default, County shall not be required or responsible for reimbursing Licensee for any costs of or value associated with the facilities and improvements constructed or installed upon the Property.

ARTICLE 16: DEFAULT BY LICENSEE.

Each of the following shall be deemed to be an event of default by Licensee under this Agreement:

Licensee's failure to comply with any term, provision, agreement or covenant of this Agreement on its part to be complied with, performed or observed, if such failure shall continue for more than thirty (30) days after written notice thereof to Licensee, or if such failure cannot reasonably be cured within said thirty (30) days and Licensee shall not have commenced to cure such failure within such thirty (30) days or shall not thereafter, with reasonable diligence and good faith, proceed to cure such failure.

ARTICLE 17: COUNTY'S REMEDIES.

Upon the occurrence of any event of default, County shall have the right, at County's election, to pursue, in addition to and cumulative of any other rights County may have, at law or in equity, any one or more of the following remedies:

- a. County may cancel and terminate this Agreement in accordance with Section 15.c hereof, and discontinue or terminate or cause to be discontinued or terminated Licensee's use of the Property and any building, structure, improvement or facility thereon.
- b. County may enter the Property and do or cause to be done whatever Licensee is obligated to do under the terms of this Agreement and Licensee shall reimburse County on demand for any expenses which County may incur in effectuating compliance with or performance of Licensee's obligations under this Agreement; and County shall not be liable for damages resulting to Licensee from such action.
- c. County may grant a license to any entity to use the Property and the facilities thereon for the purpose herein provided or use the Property and such facilities for such purposes as County deems to be in the County's best interest, or may demolish and remove any buildings, structures or improvements placed upon the Property by Licensee and restore the Property to the condition existing prior to granting this Agreement, and Licensee shall reimburse County on demand for any expenses which County may incur in so restoring the Property.

ARTICLE 18: EMINENT DOMAIN.

If any portion of the Property shall be appropriated, condemned, taken or otherwise acquired pursuant to or under the power of eminent domain, condemnation or similar power or proceedings, this Agreement shall terminate as to such portion of the real Property so taken on the date legal title shall vest in the appropriator or condemner. All compensation awarded or paid from such a total or partial taking shall belong to and be the property of County without participation by Licensee and without any deduction therefrom for any present or future intent or right of Licensee in and to the use of the Property. Any such appropriation or condemnation procedure shall not operate as or be deemed an impediment, curtailment or interference with Licensee's use of the Property under this Agreement, provided that Licensee, notwithstanding such appropriation, shall be able to operate and conduct the Program on a reduced scale. Nothing herein shall prevent Licensee from asserting its claim as to the loss of value of any buildings, structures, facilities or improvements on the Property constructed thereon by Licensee.

ARTICLE 19: LICENSEE'S ACCESS TO AND USE OF THE PROPERTY.

County agrees that if Licensee shall perform all of the covenants and agreements herein stipulated to be performed on Licensee's part, Licensee shall, at all times during the terms of this Agreement, be entitled to the use of the Property as herein provided without interference or hindrance from County or any persons, and Licensee shall have access to the Property at all times during the day and night, as needed to operate their Program.

ARTICLE 20: ADDITIONAL PROGRAMS.

Licensee will provide a community summer camp as an important part of its community programming. County will assist in promoting the rowing camp through listing information on sites and in advertisements promoting County camps as deemed appropriate by County Recreation Division staff. Registration and funding will be totally through Licensee resources. Licensee will consequently receive All revenues generated through Licensee camps.

Licensee may hold three special events annually on site and all County Special Event Permit fees will be waived. All Licensee special events to be held on County property must be approved in writing by the Director of Parks and Natural Resources before they are initiated. All revenues earned from staging such events will remain with Licensee.

Licensee may choose to rent certain rowing and safety related equipment, as well as boat storage space, to visiting rowing teams as a source of funds for its programs. A Memorandum of Understanding (MOU) between MCYR and SANCA is the primary document regulating the visiting team activities. County has no interest in regulating this activity, beyond normally required licenses and permits required to carry-out such business activities.

Licensee may charge reasonable fees for the storage of rowing related personal property in the County owned Boathouse. Licensee accepts County's assertion of no fiduciary responsibility or liability for any damage or loss by those paying Licensee for such personal property storage in County owned Boathouse or outdoor storage facility, after completion.

ARTICLE 21: COOPERATIVE AGREEMENT.

Licensee shall work cooperatively with SANCA under an MOU agreement for the use of Fort Hamer. The MOU will outline the Licensee's and SANCA's responsibilities in regard to the booking process, financial responsibilities, and local and visiting team coordination.

ARTICLE 22: SURRENDER OF THE PROPERTY.

Licensee agrees to deliver up, cease and surrender to County the Property upon the expiration or earlier termination of this Agreement, and the Property shall be in a neat, clean and orderly condition and Licensee's improvements and alterations shall be in compliance with all applicable laws, rules, codes, ordinances and regulations.

ARTICLE 23: HOLDING OVER.

If Licensee shall continue to use or remain on the Property or any part thereof after the expiration of the term or after earlier termination of this Agreement as provided herein, then Licensee shall be deemed liable for all damages for or resulting from such use of the Property or any part thereof. County shall have the right to invoke, take or institute any and all steps or actions as may evidence termination of Licensee's use of the Property as granted by virtue of this Agreement, and County shall have the right to take any and all steps or actions to remove Licensee and any of Licensee's employees, agents, members or guests from the Property.

ARTICLE 24: ATTORNEY FEES.

In the event of litigation regarding this Agreement or the parties' respective obligations hereunder, each party shall bear their own court costs and attorney fees, whether such fees and costs be incurred at trial, on appeal or in any bankruptcy proceedings, and regardless of the outcome of litigation.

ARTICLE 25: INDEMNIFICATION.

Licensee shall indemnify, keep and save harmless the County, its agents, officials and employees, against all claims, suits, actions or proceedings for injuries, deaths, losses, damages, patent claims, liabilities, judgments, costs and expenses which may accrue or be asserted against County arising out of Licensee's use of an activities on the Property and Licensee's performance of, or its failure to perform the Program referenced in this Agreement, or the use of the Property by Licensee whether or not contemplated under the terms of this Agreement, whether or not it shall be alleged or determined that the cause of action arose through negligence or omission of Licensee or its employees, or of the subcontractors or its employees, if any, or the agents of Licensee. Licensee shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against County in any such action, the Licensee shall, at its own expense, satisfy and discharge the same. Licensee expressly understands and agrees that any performance bond or insurance protection required by this Agreement or otherwise provided by or on behalf of Licensee shall in no way limit Licensee's responsibility to indemnify, keep and save harmless and defend the County as provided herein. Licensee's obligation and agreement to indemnify save and hold harmless the County and those operating under Licensee's explicit direction does not include any negligent or intentional act of the County or any of its officials, agents or employees as aforesaid.

The indemnity hereunder shall survive the end of the License term and shall continue until such time as any and all claims arising out of Licensee's performance or failure to perform under the terms of this Agreement and use of the Property by Licensee have been finally settled, regardless of when such claims may be made.

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County shall give notice within fourteen (14) days of receipt thereof

in writing to Licensee by certified mail addressed to Licensee at the address contained herein. Upon receipt of notice, Licensee, at its own expense, will defend against such action and take all steps as may be necessary or proper to prevent a judgment against the County. Nothing in or under this Agreement shall be deemed to affect the County's right to provide its own defense and recover from Licensee attorney fees and expenses associated with such representation, or be deemed or construed in any way as a waiver or limitation of or upon the rights, privileges or immunity of the County as provide for in Florida law, including § 768.28, Florida Statutes, or any successor provision, addressing or relating to County's sovereign immunity. The indemnity provided by Licensee under this article shall not apply:

- a. To any settlement agreement entered into by County without the written consent of Licensee; and
- b. To any claim or expense of attorney or other professional fees incurred because of County's retaining separate counsel, in addition to counsel provided by Licensee, provided that County has approved counsel provided by Licensee.

ARTICLE 26: INSURANCE.

Licensee shall, at its own cost and expense, procure and maintain, during the life of the Agreement, unless otherwise specified and approved, the following listed minimum types and amount of insurance on an occurrence basis. In the event that coverage cannot be obtained on an occurrence basis then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement. The policies shall be placed with insurance carriers approved and licensed by the Florida Office of Insurance Regulation and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." Coverage may be achieved by a combination of primary and umbrella/excess policies.

- a. Commercial General Liability insurance in an amount not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, including coverage for products/completed operations, personal and advertising injury, damage to rented premises, and medical payments.
- b. Auto Liability insurance in an amount not less than \$1,000,000 per person/per accident, including bodily injury, property damage, hired-non owned vehicle, and medical payments.
- c. Workers' Compensation insurance per State of Florida statutory limits per FL Statute Chapter 440, and Employers' Liability insurance in an amount not less than \$100,000, including Disease Policy each employee in an amount not less than \$100,000 and Disease Policy Aggregate in an amount not less than \$500,000.

The policies are to contain, or be endorsed to contain, the following provisions:

Commercial General Liability and Automobile Liability Coverages:

- a. The County, its officials, employees and volunteers are to be covered and named as an Additional Insured in respects to:

Liability arising out of activities performed by or on behalf of the Licensee; products and completed operations of the Licensee; or automobile owned, leased, hired or borrowed by the Licensee. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

- b. The Licensee's insurance coverage shall be primary insurance as respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Licensee's insurance and shall be non-contributory.

Workers' Compensation and Employers' Liability Coverages:

- a. The insurer shall agree to waive all rights to subrogation against the County, its officials, employees and volunteers for losses arising from performed by the Licensee for the County.

Before Licensee shall enter upon or use the Property, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Licensee shall furnish the County with a Certificate of Insurance(s) (Exhibit H) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the County as an "Additional Insured" on all Commercial General Liability and Auto Liability policies. The Certificates of Insurance shall also refer specifically to this Agreement. In addition when requested in writing from the County, Licensee will provide the County with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County Government
Attn: Risk Management
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205

Licensee shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage. Renewal Certificates of Insurance shall be furnished to the County no less than sixty (60) days prior to the respective dates of their expiration.

The parties acknowledge and agree that the insurance requirements of this Agreement shall be based upon sound business principles and that Licensee may elect to carry greater amounts of insurance.

The minimum limits of coverage listed in this insurance section shall not be construed as a limitation of any potential liability to the County and the naming of the County as an Additional Insured shall in no event be deemed or construed as a waiver of, or limitation of, the County's rights of sovereign immunity. The County's failure to request evidence of this insurance shall not be construed as a waiver of Licensee's obligation to provide the insurance coverage specified.

ARTICLE 27: NOTICES AND REPRESENTATIVES.

Every notice, demand, payment, request or other communication hereunder shall be deemed to have been given or served at the time that the same shall be deposited in the United States mail, postage prepaid, addressed to Licensee or County, signed by their representatives respectively and addressed as provided below. Notwithstanding any other notice requirement, any notice of default or termination shall be sent by certified mail, return receipt requested, to the other party at the address given below:

| | |
|-----------------|---|
| If to County: | Manatee County Attn: County Administrator Post Office Box 1000 Bradenton, Florida 34206 |
| Copies to: | Manatee County Attn: Director Parks & Natural Resources Department Post Office Box 1000 Bradenton, Florida 34206 Attn: County Attorney Post Office Box 1000 Bradenton, Florida 34206 |
| If to licensee: | President and Head Coach Manatee County Youth Rowing, Inc. P.O. Box 924 Parrish, FL 34219 |

Either Party may change its representative or address by providing written notice to the other Party.

ARTICLE 28: NO IMPLIED WAIVER, NO THIRD PARTY BENEFICIARIES.

The failure of either party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Agreement shall not be construed as a waiver or the relinquishment thereof for the future. The Parties to this Agreement are

entering into it for their sole respective benefit, and neither Party has considered or intends to consider the benefits to any other third party by their doing so. Therefore, this Agreement, and the Parties' act of entering same, should not be interpreted so as to provide any right of any third party to interpret, enjoin or enforce any provision of this Agreement.

ARTICLE 29: APPLICABLE LAW, SEVERABILITY AND CONSTRUCTION.

This License shall be governed and construed in accordance with the applicable laws of the State of Florida. The invalidity or unenforceability of any provision of this Agreement shall not effect or impair any other provision. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit or describe the scope or intent of such sections of this Agreement.

ARTICLE 30: ENTIRE AGREEMENT AND PROVISIONS BINDING.

This License and any attached or incorporated items or exhibits set forth all of the covenants, promises, agreements, conditions and understandings between the parties concerning this Agreement, and there are no covenants, promises agreements or understandings, either oral or written, between them other than as herein set forth. No subsequent alterations, amendments, changes or additions to this Agreement shall be binding upon the parties unless reduced to writing and signed by them. Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and inure to the benefit of the respective successors and assigns of the parties. Each agreement, term and provision of this Agreement to be performed by the parties shall be construed to be both a covenant and a condition. This provision does not constitute consent to the assignment of this Agreement by Licensee, but as reference only to those instances in which County may have given written consent to a particular assignment; and Licensee shall have no right to assign, transfer or encumber this Agreement except as specifically provided for in this Agreement.

ARTICLE 31: MUTUAL COOPERATION.

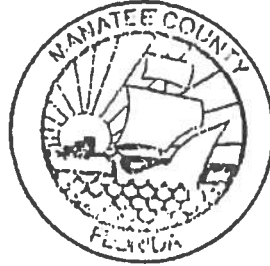
Nothing herein shall require or prohibit County and Licensee from entering into additional agreements with respect to the licensed Property or permitting Licensee to use County's abutting property or additional support, assistance or programs of cooperation between the parties, provided that no such action or agreement, whether written or oral, shall alter or be deemed to alter this Agreement unless reduced to writing signed by both parties and specifically stating that the instrument is an addendum to or a part of the License.

ARTICLE 32: NO GENERAL OBLIGATION.

The obligations of the County set forth herein shall not be construed to be or constitute general obligations, debts or liabilities of the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida.

[signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.



MANATEE COUNTY, a political
subdivision of the State of Florida

By: its Board of County Commissioners

By: _____

Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

By: _____

Deputy Clerk

MANATEE COUNTY YOUTH ROWING, INC.

By: _____

Print: _____

Title: _____

Date: _____

LICENSE AGREEMENT BETWEEN
MANATEE COUNTY YOUTH ROWING, INC
AND
MANATEE COUNTY

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LIST OF EXHIBITS

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| Exhibit A | Site Plan & Property |
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| Exhibit E | Licensee's Non-Profit Certification |
| Exhibit F | Licensee's Board of Directors w/Contact Information |
| Exhibit G | Licensee's Articles of Incorporation |
| Exhibit H | Licensee's Certificate of Insurance |
| Exhibit I | Licensee's Membership Certificate, U. S. Rowing Inc. |
| Exhibit J | Licensee's List of Qualified Coaches and Adult Volunteers |
| Exhibit K | Licensee's Head Coach Qualifications |
| Exhibit L | County Owned Surplus |
| Exhibit M | Manatee County Code of Ordinances |

EXHIBIT A

Site Plan & Property

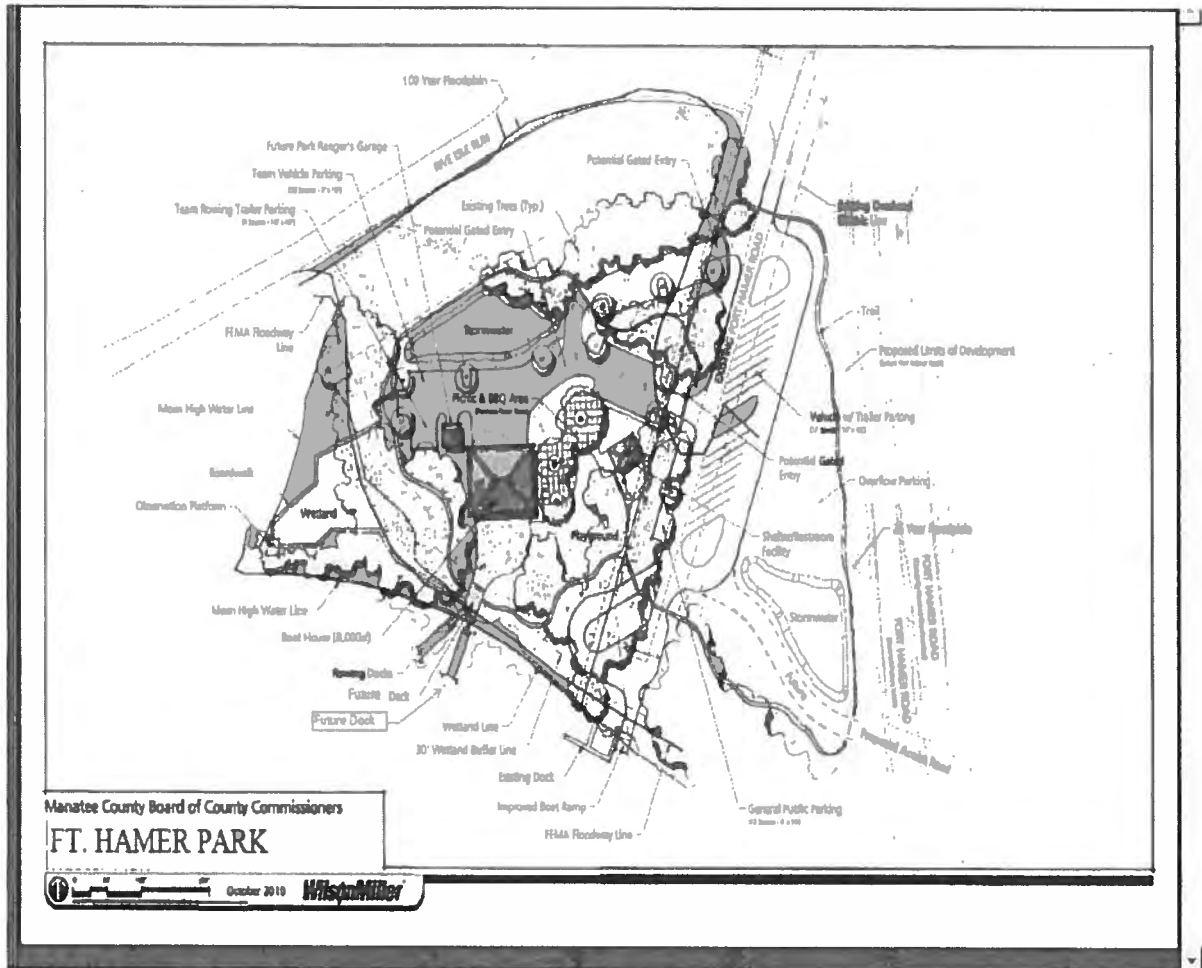
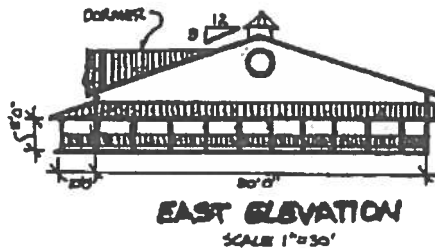
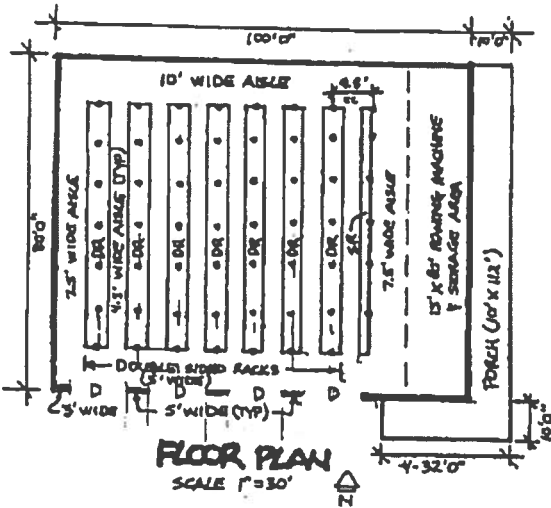


EXHIBIT B

Floor Plan / Rowing Facility



- DR=7- DOUBLE SIDED RACKS
- SR= 1 - SINGLE SIDED RACK
- D= 4 - 8'x14' OVERHEAD DOORS



ROWING STORAGE FACILITY
FT. HAMER PARK
MANATEE COUNTY, FLORIDA

DESIGN BY: MIKE SOSADMIER, RIA
DRAW: AUG 23, 2000 REVISED: SEPT. 14, 2000

EXHIBIT C

State of Florida Corporate License

2016 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# N11000011654

Entity Name: MANATEE COUNTY YOUTH ROWING, INC.

Current Principal Place of Business:

1655 FORT HAMEY RD
PARRISH, FL 34219

Current Mailing Address:

PO BOX 924
PARRISH, FL 34219 US

FEI Number: 61-1580648

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

GREER, OOLUVA DENISE
16702 GOLF COURSE RD
PARRISH, FL 34219 US

FILED
Apr 29, 2016
Secretary of State
CC1315303750

The above named entity avers this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida

SIGNATURE OOLUVA DENISE GREER

04/29/2016

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRESIDENT, DIRECTOR
Name GREER, OOLUVA DENISE
Address 16702 GOLF COURSE ROAD
City-State-Zip: PARRISH FL 34219

Title SECRETARY, DIRECTOR
Name MORRIS, LAJRA
Address P O BOX 9
City-State-Zip: PARRISH FL 34219

Title TREASURER, DIRECTOR
Name KLEPPER, MICHELE
Address 5712 111TH DRIVE S
City-State-Zip: PARRISH FL 34219

Title DIRECTOR, ASST. TREASURER
Name STEWART, ANNE
Address 1223 MORGANJOHNSON RD
City-State-Zip: BRADENTON FL 34208

Title DIRECTOR
Name EMBRY, LAJRA
Address 8610 JODDGT MOUNTAIN AVENUE
City-State-Zip: JOSE ANGELES CA 90046

Title DIRECTOR
Name BEDFORD, JEROME
Address 4414 24TH AVE EAST
City-State-Zip: PALMETTO FL 34221

Title DIRECTOR
Name BRIGHT, ELIZABETH
Address 4711 CLIPPER DRIVE
City-State-Zip: BRADENTON FL 34228

Title DIRECTOR
Name WRIGHT, TAYESA
Address 2915 126TH TERRACE EAST
City-State-Zip: PARRISH FL 34219

Continues on page 2

I hereby certify that the information furnished on this report is true and correct and that I am a director or officer of the corporation and that my signature and the signature of the officer or director are in the same report shall be of no effect unless the same is filed with the Secretary of State. I declare under penalty of perjury that the foregoing is true and correct. I declare that I am a director or officer of the corporation.

SIGNATURE: OOLUVA DENISE GREER

PRESIDENT

04/29/2016

Electronic Signature of Signing Officer/Director Detail

Date

Manatee County Youth Rowing, Inc. Program

A. Youth Program B. Summer Camp Program C. Master's Program See below for more details on each program

A. Youth Program

High school program includes Novice and Varsity. High school program offers competitive rowing with Novice learning the fundamentals of rowing and Varsity developing advanced technical skills. Discipline, teamwork, and leadership are learned along with goal setting. Practice consists of training in sweep and sculling rowing shells out of the Fort Hamer Boathouse. We also have weight lifting equipment at the boathouse for land training. We participate in fall head races at venues in Florida. Spring sprint season includes State, Regional and National regattas. Middle school program allows the athletes to master the basics of technique and rowing safety. The athletes learn what it is like to be part of a team and focus on learning the best techniques for rowing both on land and in the water. The Middle School program is less intense, the focus is on developing the individual through teamwork, leadership, athletic conditioning, good nutrition, and community service.

Short Term Success:

The most important measures are the improvements made by individual rowers achieving their defined goals through individual goal-setting sessions with coaches. We strive for increased fitness and wellness for all the athletes. Various quantifiable measures of our team's short term success include medals won, national and international recognition of our rowers and college admittances. A low rower to coach ratio is a measurable indicator of our coaches' ability to develop rowers physically, mentally and emotionally.

Long Term Success:

The development of character traits such as discipline, teamwork and leadership and life skills such as strong character, personal integrity, goal setting and time management has been achieved by our past athletes. Our athletes have also taken with them on to adulthood the desire to maintain fitness and good nutritional habits. We are a young program (5 years) so we are still assessing long term success.

B. Summer Camp Program

Long Skinny Boat Camp is a summer camp that serves middle and high school youth of various levels of skills and experience in three 2-week camps. Designed to teach the sport of rowing. The camper will learn how to

row in a positive environment along with learning rowing terminology, fitness, healthy eating and team work. A mini regatta is held at the end of each camp session.

We conduct a variety of high performance camps for our existing varsity rowers who want to progress to the next level. These camps include sculling camp and complete rowing/training camps. Each camp is one to two weeks long.

Short Term Success:

The purpose of the Long Skinny Boat Camp is to introduce new youth to the fundamentals of rowing in a fun and encouraging environment. One measure of success is the recruitment of campers into the regular season program in the fall. The level of participation by our current rowers working to improve their technique or as volunteer counselors is another measure of success.

Success is measured for existing varsity rower camps is the increased performance in the fall season. Long

Term Success:

The long term success of our summer camps can be measured in both growth of the team through recruitment and retention, and by metrics of team and individual success mentioned in regards to the Youth Rowing Program.

Master's Program

Our Master's program is still being developed and is to serve adults of various levels of skills and experience. Designed to teach the sport of rowing or to give adults with experience a location to continue their skills. We have had several 6 weeks camps and have regular Sunday morning rowing activities.

Short Term Success:

The desire to have people return for more instruction or rowing experience.

Long Term Success:

The desire to have people return for more instruction or rowing experience.

EXHIBIT E Licensee's Non-Profit Certification

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 09 2012

MANATEE COUNTY YOUTH ROWING INC
10811 BULLRUSH TER
LAKEWOOD RANCH, FL 34202

Employer Identification Number:
61-1580648
DLN:
17053321390002
Contact Person:
RENEE RAILEY NORTON ID# 31172
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
December 20, 2011
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

MANATEE COUNTY YOUTH ROWING INC

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,



Holly O. Paz
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

EXHIBIT F

Licensee's Board of Directors w/Contact Information

| <u>Board Member</u> | | <u>Position</u> | |
|---------------------|------------------|-----------------|--|
| <u>First Name</u> | <u>Last Name</u> | | <u>Email</u> |
| Elaine | Alexander | | elainerdh1@aol.com |
| Deidre | Bedford | | deidre@wcpools.com |
| Liz | Bright | | elizabethlbright@gmail.com |
| Angie | Cole | | angie.cole@rocketmail.com |
| Lara | Embry | | laraembry@gmail.com |
| Denise | Greer | President | dgreer@kingengineering.com |
| Michele | Klepper | Treasurer | michelemhk1@yahoo.com |
| Laura | Morris | Secretary | lauramorris51@gmail.com |
| Perry | Paginelli | | pags46@charter.net |
| Annie | Ross | | a2aross@aol.com |
| Ann | | | |
| Marie | Stewart | Treasurer | stewart@lakereggie.com |
| Taresa | Wright | Co-secretary | melvinsmomma@netscape.net |

Licensee's Articles of Incorporation

12/20/2011 FRI 11:56 FAX

0002/004

H11000297357 3

ARTICLES OF INCORPORATION
OF
MANATEE COUNTY YOUTH ROWING, INC.

A Corporation Not for Profit
Under Chapter 617 of the Florida Statutes

In order to form a corporation under and in accordance with the provisions of Chapter 617, Florida Statutes, I hereby make, adopt and subscribe the following Articles of Incorporation:

I.
NAME OF CORPORATION

The name of this corporation shall be:

Manatee County Youth Rowing, Inc.

The principal address and the mailing address of the corporation shall be:

10811 Buttrush Terrace
Bradenton, Florida 34202

II.
PURPOSE OF CORPORATION

The purposes for which the corporation is organized are exclusively charitable, scientific, literary, and educational within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1956 or the corresponding section of any United States Internal Revenue Law

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of this document, the corporation shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Tax Code, or corresponding section of any future federal tax code.

The specific nature, objects and purposes of the corporation are: (i) to foster, encourage, assist, educate, train, and support youths in the sport of rowing; (ii) to promote an educational program devoted to the development of youth rowing as a means of athletic competition and the attainment of physical fitness; (iii) to stimulate and foster interest in rowing among amateurs as individuals and in schools and clubs; (iv) to advance the principles and

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standards of amateur rowing competition; (v) to promote interest in rowing through competition and the holding of regattas; and (vi) to use every reasonable effort for the advancement and upbuilding of amateur rowing in accordance with the best traditions of the sport.

**III.
BOARD OF DIRECTORS**

The affairs of the corporation shall be managed by a board of directors consisting of persons as determined pursuant to provisions of the Bylaws. The method of election of directors shall be as stated in the Bylaws.

**IV.
CORPORATE EXISTENCE**

The existence of this corporation shall be perpetual, unless dissolved according to law. Distributions upon the dissolution of the corporation shall be made according to the terms set forth in Article X.

**V.
BYLAWS**

The first board of directors of the corporation shall adopt Bylaws consistent with these Articles of Incorporation. Thereafter, the Bylaws may be altered, amended or rescinded by the directors in the manner provided by such Bylaws.

**VI.
REGISTERED OFFICE**

The street address of the initial registered office of the corporation is 10811 Bullrush Terrace, Bradenton, Florida 34202 and the name of the initial registered agent of this corporation at that address is John Reichner.

**VII.
INCORPORATOR**

The name and address of the incorporator to these Articles of Incorporation is John Reichner, 10811 Bullrush Terrace, Bradenton, Florida 34202.

**VIII.
COMMITTEES**

The corporation may establish such committees as may be necessary to efficiently carry out the general purposes and activities of the corporation.

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**IX.
DISTRIBUTION UPON DISSOLUTION**

Upon the dissolution of the corporation, the board of directors shall, after paying or making provisions for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes for which this corporation was organized to such organization or organizations organized and operated exclusively for charitable purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code, as amended, (or the corresponding provision of any future United States Internal Revenue Law) or an organization or organizations, contributions to which are deductible under Section 170(c)(1) or (2) of the Internal Revenue Law.

**X.
AMENDMENT**

This corporation reserves the right to amend, alter, change or repeal any provisions contained in these Articles of Incorporation, or any amendment hereto, in the manner provided in the Bylaws.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this 19th day of December 2011.


John Reichner
Incorporator

ACCEPTANCE OF APPOINTMENT BY REGISTERED AGENT

The undersigned, hereby consents to the appointment as Registered Agent and to accept service of process upon said corporation in this state. The undersigned is familiar with and accepts, the obligations of this position.


John Reichner
Registered Agent

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If ENDORSEMENT IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such an endorsement(s).

| | |
|---|---|
| PRODUCER Roehrs & Company, Inc PO Box 100, 736 Springdale Dr Eaton PA 19341-0100 INSURED United States Rowing Assn and its member organizations 2 Wall Street Princeton NJ 08540 | LICENSEE NAME: Wendy Fiarco, CIC, CSR LIC. No. FL (618) 363-7999 E-MAIL: wendyfia@roehrs.com INSURER(S) AFFORDED COVERAGE INSURER 1: Philadelphia Indemnity Ins Co 18058 INSURER 2: Berkley Life & Health Ins Co 64890 INSURER 3: INSURER 4: INSURER 5: |
|---|---|

COVERAGES CERTIFICATE NUMBER: 15-16 Manatee REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| TYPE | TYPE OF INSURANCE | CLASS | CLASS | POLICY NUMBER | POLICY EFF. DATE (MM/DD/YYYY) | POLICY EXPI. DATE (MM/DD/YYYY) | LIMITS |
|------|---|-------|-------|------------------|-------------------------------|--------------------------------|--|
| A | GENERAL LIABILITY | | | | | | EACH OCCURRENCE \$ 1,000,000 ACCIDENT TO RESULT FROM WORKER'S EMPLOYMENT \$ 300,000 MED EXP (Any and all persons) \$ 5,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | POLICY 418479 | 12/31/2015 | 12/31/2016 | PERSONAL AND ADJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS-COMP/OP ADD \$ 2,000,000 |
| | <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY | | | | | | |
| | DEVIATION/EXEMPT LIMIT APPLIES FOR: | | | | | | |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input checked="" type="checkbox"/> ANY AUTO | | | POLICY 418479 | 12/31/2015 | 12/31/2016 | |
| A | UMBRELLA LIAB | | | | | | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> EXCESS LIAB | | | POLICY 21324 | 12/31/2015 | 12/31/2016 | |
| B | WORKERS COMPENSATION AND EMPLOYERS LIABILITY | | | | | | WORKERS COMPENSATION - TOTAL PER YEAR \$ ILL. SICK ACCIDENT \$ ILL. DISEASE - SA EMPLOYER \$ ILL. DISEASE - POLICY LIMIT \$ |
| | <input checked="" type="checkbox"/> ANY PROPRIETARY/INDEPENDENT CONTRACTOR'S LIABILITY EXCLUDED? (Indemnity is not provided for this description of operations class) | | | | | | |
| B | Business Accident Medical Expense Coverage | | | POLICY 680821804 | 12/31/2015 | 12/31/2016 | \$25,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Reports Schedule, if appropriate)
 The certificate holder is included as Additional Insured under the liability policy. Coverage is provided under this policy only for the sponsored/supervised activities of the named insured for which a premium has been paid. This certificate is issued on behalf of USRowing member Manatee County Youth Rowing.

| | |
|--|--|
| CERTIFICATE HOLDER Manatee County, a political subdivision of the State of Florida P.O. Box 1000 Bradenton, FL 34205 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Giles B. Roehrs/CMO |
|--|--|



Certificate of Membership

This certifies that

Manatee County Youth Rowing

*is an organizational member
of the*

**United States Rowing Association
2016**


Chief Executive Officer

Organization Number: 10632
Expiration Date: 12/31/2016

EXHIBIT J Licensee's List of Qualified Coaches and Adult Volunteers

Trish J Chastain

Head Coach and Founder for Manatee County Youth Rowing

Qualifications:

20 years of coaching and rowing experience

15 years of experience in the Health and Fitness Industry

Certifications:

Level 1 USRowing certification

Level 2 USRowing certification

AFAA Certified Personal Trainer

AFAA Certified Group Fitness Instructor

Schwinn and Reebok certified cycle instructor

TRX certified Instructor

SCW Sport Nutrition certified

SCW Yoga Instructor certification

Advanced CPR certified

Advanced First Aid

Assistant Coaches:

Elizabeth James: Coach James is a teacher at Palmetto High School and has been an assistant coach for MCYR since 2011.

Trevor Lovett: Coach Lovett is an alumni of Palmetto High School's Rowing team and has been a coach for MCYR since 2014.

Jensen Newhall: Coach Newhall is an alumni of Palmetto High School's Rowing team and has been a coach for MCYR since 2015.

Adult Volunteers:

The following MCYR Board Members are actively involved at the regattas and preparation for the regattas: Denise Greer, Michele Klepper, Laura Morris, Ann Marie Stewart, and Taresa Wright.

EXHIBIT K Licensee's Head Coach Qualifications

Trish J Chastain

Head Coach and Founder for Manatee County Youth Rowing

Qualifications:

20 years of coaching and rowing experience

15 years of experience in the Health and Fitness Industry

Certifications:

Level 1 USRowing certification Level 2 USRowing certification

AFAA Certified Personal Trainer

AFAA Certified Group Fitness Instructor

Schwinn and Reebok certified cycle instructor

TRX certified Instructor

SCW Sport Nutrition certified SCW Yoga

Instructor certification

Advanced CPR certified

Advanced First Aid

EXHIBIT L

County Owned Surplus

Ft. Hamer Rowing Equipment

All boats are 15ft Aluminum Trackers. All engines are Mercury 15hp 4-stroke.

| <u>Boat asset #</u> | <u>Boat serial#</u> | <u>Engine asset #</u> | <u>Engine serial #</u> |
|---------------------|---------------------|-----------------------|------------------------|
| 55768 | BUJ08447 I 112 | 54884 | OR380217 |
| 55770 | BUJ08323 I 112 | 54885 | OR380218 |
| 55769 | BUJ07133 H 112 | 54886 | OR380219 |
| 55767 | BUJ08078 I 112 | 54887 | OR380225 |

| <u>Trailer Asset #</u> | <u>VIN #</u> |
|------------------------|----------------------|
| TR969 | VIN1ZJBB1511BC011969 |

Safety Equipment

- 4 anchors
- 4 fuel cans
- 4 anchor ropes
- 4 throw-able life cushions
- 8 life vests
- 4 paddles
- 4 fire extinguishers
- 2 inflatable life belts (not required to be legal)
- 4 Flare kits
- 4 Whistles

Director means the county administrator or such other person(s) as may be designated as such by the county administrator.

Game shall mean deer, squirrel, rabbits, wild hogs, ducks, rails, coots, snipe, woodcock, wild turkeys, quail, doves and other animals identified in the rules promulgated by the fish and wildlife conservation commission.

Groins mean the four (4) pier-like erosion control structures owned by Manatee County, one at the Manatee County Beach in the City of Holmes Beach and three (3) at Cortez/Coquina Beach in the City of Bradenton Beach.

Hunting seasons shall mean those hunting seasons established for the southwest region by the Florida Fish and Wildlife Conservation Commission.

License and stamp fees shall mean those license and stamp requirements mandated by the fish and wildlife conservation commission regarding hunting.

Marine rescue division means that branch of the Manatee County Public Safety Department responsible for providing lifeguard, first aid and rescue services at Manatee County beaches.

Park means a park, golf course, playground, beach, recreational center, recreation area, conservation area, preserve or any other area in the county, owned or used by the county, and devoted to active or passive recreation, as designated by the board of county commissioners, and includes all entryways, parking lots, pools, water bodies, maintenance structures and similar areas or structures within or adjoining such parks.

Person means any natural person, or nongovernmental legal entity or organization of any kind.

Special event means a planned use, program, or activity, open to the public, planned and implemented by a person, association, or organization, other than Manatee County, involving people gathered for a designated activity other than normal park/beach activities of swimming, picnicking, or sports activities. Examples of a special event include, but are not limited to, organized sport tournaments, individual or group instruction, educational seminars, music concerts, and any activity where admission is charged to the general public.

Vehicle means any wheeled conveyance, whether motor powered, animal drawn, or self-propelled. The term shall include any trailer in tow of any size, kind or description, but shall not include any baby carriage, motorized or nonmotorized wheelchair, or other device required to allow reasonable access to parks or park facilities for persons with disabilities.

(Ord. No. 07-60, § 3, 6-12-07; Ord. No. 08-48, § 1, 3-25-08)

Sec. 2-24-3. - Park property.

- (1) *In general.* The following provisions apply to all county parks, including parking, office and related support areas:
 - (a) *Proper use of property and facilities.* No person shall willfully mark, deface, disfigure, injure, tamper with, inhibit the function of, vandalize, or remove, any building, bridge, table, bench, fireplace, railing, paving or paving material, water line or other public utility or part or appurtenance thereof, sign, notice or placard, whether temporary or permanent, monument, stake, post, or other boundary marker, or other park structure, equipment, facility, fixture, property or appurtenance whatsoever, either real or personal, without the director's consent.
 - (b) *Removal of natural resources.* No person shall dig, damage, remove, displace or destroy any beach sand, whether submerged or not, or any soil, rock, stone, tree, shrub or plant, or down-timber or other

wood or material, or excavate by tool, equipment, blasting, or other means. Exception is made for the building of sand castles or other sand sculptures, except that the sand used for such activities must not be moved from the general vicinity of its source.

- (c) *Erection of structures.* Other than construction authorized by the county, no person shall construct or erect any building or structure of whatever kind, whether permanent or temporary, which requires disruption to the ground by digging, driving of stakes into the ground, or otherwise, nor shall such person run or string any utility into, upon, or across such lands, except on special written permit issued hereunder by the director.
- (2) *Trees, shrubbery and other vegetation.* The following provisions apply to all vegetation in county parks, including parking, office and related support areas:
- (a) *Injury and removal.* No person shall damage, cut, carve, plant, transplant or remove any tree or plant. Other than in locations clearly designed for such uses, including defined paths and open fields, no person shall dig in or otherwise disturb grass, flower or plant areas, or in any other way injure or impact the natural beauty or usefulness of any landscaped area.
- (b) *Climbing trees or fixtures.* No person shall climb any tree, or walk, stand or sit upon monuments, vases, fountains, railing, fences, groins or upon any other structure or improvement in a park property not designated or designed for such purposes.
- (c) *Hitching of animals.* No person shall tie or hitch a horse or other animal to any tree, plant or park fixture not designated or designed for such purpose.
- (3) *Wild animals, birds, etc.* Unless specifically authorized by the county or to prevent imminent harm to a person's life or safety, no person shall hunt, molest, harm, capture, frighten, feed, kill, trap, chase, tease, shoot, or throw objects at any animal, reptile or bird; nor shall any person remove or have in his possession the young or eggs or nest of any such animal, reptile, or bird. The county may permit hunting and/or fishing in certain designated and controlled park areas.

(Ord. No. 07-60, § 3, 6-12-07; Ord. No. 08-48, § 2, 3-25-08)

Sec. 2-24-4. - Sanitation.

- (1) *Pollution of waters.* No person shall throw, discharge, or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream, bay or other body of water in or adjacent to any park or any tributary, stream, storm sewer, or drain flowing into such waters, any substance, matter or thing, liquid or solid, which will or may result in the pollution of said waters or which does not naturally occur or appear there.
- (2) *Refuse and trash.* No person shall dispose of any paper, waste, garbage, trash cigarette butts, debris, or other litter of any kind on any county owned or operated park, beach or recreation area except in proper receptacles. Only such paper, waste, garbage, trash, debris or other litter as may have been created or accumulated in the use of a park, beach or recreation area shall be disposed of in such receptacles. Where receptacles are not so provided, all such material shall be carried away from the park by the person responsible for its presence, and properly disposed of elsewhere.

(Ord. No. 07-60, § 3, 6-12-07)

Sec. 2-24-5. - Traffic.

- (1) *State motor vehicle laws apply.* In addition to the provisions of this chapter or any other county ordinance, no person shall fail to comply with all applicable provisions of the state motor vehicle traffic laws, including laws on equipment and operation of vehicles and obeying traffic signs, in any county park.
- (2) *Enforcement of traffic regulations.* No person in a park shall fail to obey the direction of any law enforcement officer or county employee, such persons being hereby authorized and instructed to enforce

traffic regulations whenever and wherever needed in the parks and on the highways, streets, trails or roads immediately adjacent thereto.

- (3) *Speed of vehicles.* No person shall operate a vehicle in a park at a rate of speed exceeding fifteen (15) miles per hour. The director is authorized to designate, by posted signs, a higher rate for such roads or portions thereof as the director may determine necessary and safe.
- (4) *Operation confined to roads.* No person shall drive any vehicle on any park land except paved or graded roads or parking areas, or such other areas as may on occasion be specifically designated by the director as temporary parking areas. Nothing herein is intended to prohibit necessary operation of law enforcement or maintenance vehicles in parks.
- (5) *Repair or wash vehicles.* No person in a park shall repair, change oil, wash, or wax vehicles, or campers, except to make minor repairs in the event of a breakdown.
- (6) *Parking and parking lots.*
 - (a) *Designated areas.* No person shall park a vehicle other than in a designated parking area or undesignated/temporary overflow area in accordance with posted directions or under instruction of any law enforcement or attendant who may be present to direct parking.
 - (b) *Night parking.* No person in the park shall leave a vehicle standing or parked after park closing hour except in parking areas designated and posted for such purposes.
 - (c) *Double-parking.* No person in the park shall double-park any vehicle on any road or parkway, or block any emergency entrances, unless so directed by a park official.
 - (d) *Use of parking lots.* Other than in designated RV lots, no person other than staff, emergency or law enforcement personnel may remain indefinitely in any designated parking lot, either within or outside of a vehicle, after the vehicle has been parked upon arrival or loaded for departure.
 - (e) *Unattended pets.* No person may leave any pet unattended in, on or under a parked vehicle in any parking lot. Nothing herein shall preclude a person from using a service animal as provided for in Section 413.08, Florida Statutes.
- (7) *Bicycles.*
 - (a) *Confined to roads.* No person in the park shall ride a bicycle on other than a paved vehicular road or a path designated for that purpose. Cyclists shall at all times operate their bicycles with reasonable regard to the safety of others and follow bicycle safety standards.
 - (b) *Designated racks.* No person in the park shall leave a bicycle in a place other than a bicycle rack when such is provided and there is a space available.
- (8) *Signage.* The director shall ensure applicable regulations concerning traffic and parking are posted prominently and shall endeavor whenever possible to post such regulations in languages additional to English where historical use patterns demonstrate the need for such additional signage. The director is authorized to post the maximum fine for violation(s) on any such sign.

(Ord. No. 07-60, § 3, 6-12-07; Ord. No. 08-48, § 3, 3-25-08)

Sec. 2-24-6. - Recreational activities.

- (1) *Bathing and swimming.*
 - (a) *Designated areas: abide by rules.* No person shall swim, or wade in any beach, water area of pool within any park except at places designated for such activities. Any person engaging in such activities shall comply with the rules established for these areas, including, but not limited to, hours of use and safety limitations for such uses.
 - (b) *Structure on beach.* No person shall erect, maintain, use or occupy on or in any beach or bathing area any tent, shelter or structure of any kind, except by special written permit granted by the director. Exception is made for portable canopies or umbrellas designed for personal use.

- (c) *Restroom facilities.* No person in the park shall dress or undress on any beach, or other public place, except in enclosed structures as may be provided for that purpose.
 - (d) *Instructions.* No person in the park shall fail to abide by the instructions of any lifeguard, attendant, park employee, ranger or law enforcement officer on duty concerning:
 - 1. The playing of games, including flying of kites;
 - 2. Fishing from the beaches or other waterfront areas;
 - 3. Activities in swimming areas regarding personal safety, and the safety of other swimmers; and
 - 4. Any other swimming/bathing activity.
- (2) *Boating activities.*
- (a) *Designated areas only.* No person shall bring into or operate in a park any boat, raft, jet ski, or other water craft, whether motor-powered or not, upon any waters, except at places designated for boating, docking and launching.
 - (b) *Public dock and boat ramp usage.* No person in the park shall use the public docks for dockage or other purpose without first making arrangements for such accommodation with the director, who shall assign space and collect reasonable use or rental charges in conformity with established regulations and rates. Public boat ramps must only be used for their intended and designed purpose, which is the launching and retrieving of boats or similar watercraft.
 - (c) *Operation of boats.* No person shall navigate, direct, or handle any watercraft in an unreasonable manner so as to be a danger to other persons, wildlife or property, or otherwise interfere with the use or enjoyment of the park by others. All watercraft must be operated in a safe manner and comply with all applicable safety regulations.
- (3) *Fishing*
- (a) *Commerce prohibited.* No person shall engage in commercial fishing in park waters, or the buying or selling of fish caught therein.
 - (b) *General prohibition.* No person shall fish in any park waters, whether fresh or salt, and whether by the use of hook and line, net, or other device, except in waters designated by the director for that use and under such regulations and restrictions as have been or may be prescribed by the director and applicable state agencies.
 - (c) *Off-shore.* No person shall fish in any park area where swimming is permitted, nor shall any person SCUBA dive within marked swim areas.
- (4) *Picnic areas and use.*
- (a) *Regulated.* Unless otherwise designated, all parks are open for picnicking use. However, use of gas or fire grills or cookers shall be limited to areas immediately adjacent to any park pavilion or to other areas designated as fire/cook safe areas. Designated public officials shall have authority to regulate activities in such areas when necessary to prevent congestion and to secure the maximum use for the comfort and convenience of all.
 - (b) *Availability.* Other than where such facilities have been reserved pursuant to established county procedures, the use of the individual fireplaces together with tables, and pavilions is on a "first come, first served" basis. Park patrons are required to comply with this standard and shall not intimidate, coerce or otherwise cause or seek the abandonment of such facilities by rightful "first come" users.
 - (c) *Glass containers.* No glass containers shall be allowed in any park.
- (5) *Camping.* No overnight camping of any type shall be allowed at any park, beach or recreation area except in those areas developed and designated for such use, or by special written permit granted by the director.
- (6) *Games.* No person in a park shall take part in or abet the playing of any games involving thrown or otherwise propelled objects such as balls, stones, arrows, javelins, or model airplanes except in areas set apart for such forms of recreation.

(7) *Horseback riding.* No person, other than authorized law enforcement or county staff, may ride a horse in a park, except on designated bridle trails.

(Ord. No. 07-60, § 3, 6-12-07; Ord. No. 08-48, § 4, 3-25-08)

Sec. 2-24-7. - Behavior.

(1) *Intoxicating beverages.*

(a) *Prohibition.* No person in the park shall sell, possess or consume alcoholic beverages, except where it is sold at specifically designated recreation areas where meals or lunches are also sold under county-granted concessions, or at approved special events where the permit authorizes such sale or consumption. The sale of alcoholic beverages by such concessionaire or special event permit holder, agent or sponsor, may be permitted under the strict regulation and control of the director. Sales of alcoholic beverages shall be made only in individual servings and shall be consumed only on the immediate premises of the concession. Persons who fail to comply with this provision will be required to leave the park premises immediately and may be cited for violation of this chapter.

(b) *Intoxication* No person shall enter or remain in a park while under the influence of intoxicating liquor or illegal substances.

(2) *Fireworks and explosives* In the absence of a duly issued permit under the Manatee County Fireworks Law, located at sections 2-21-86 through 2-21-91 of this Code, and the permission of the director, no person shall possess or set off any fireworks or explosives in any park.

(3) *Pets prohibited.* Other than authorized staff or law enforcement personnel, no person shall bring or introduce into a park any off-leash dog, cat, snake or other animal other than in those areas specifically designated for activities involving such animals. Notwithstanding the foregoing, a person may bring a dog into any park, so long as the dog remains on a leash and under the owner's control at all times, except for county beaches (including adjacent sidewalks, paths, trails, and RV and general parking areas), athletic fields, or any other area posted "no dogs allowed." Such owners are responsible for removal and disposal of any waste. Nothing herein shall preclude a person from using or training a service animal in a park as provided for in Florida Statute Section 413.08. Any person in possession of such animal is responsible for controlling the animal and cleaning up and properly disposing of any waste. At no time shall such animals be left unattended.

(4) *Use of facilities.* No person over the age of six (6) years shall use a restroom, shower or similar area designated for the opposite sex. Use of such facilities designed and signed as accessible to persons with disabilities shall be avoided wherever possible by persons not requiring their use so they may be readily available to persons with disabilities.

(5) *Solicitations* No person shall solicit park patrons or visitors for any purpose, whether public or private, without the express written permission of the director.

(6) *Fires.* Fires are prohibited in any county park, except in such grills, fireplaces, barbecue pits or other similarly designed fire-safe facilities or areas.

(7) *Surfar ski.* Surfing or skiing in park waters is permitted outside of designated 'swim only' areas or any areas designated by sign or verbally by designated officials as "no surfing or skiing".

(8) *Signs to be obeyed.* No person shall engage in any activity expressly prohibited by a posted sign, nor damage, remove or obstruct any such sign.

(9) *Permits to be exhibited.* Persons issued any park-related permit must have such permit on hand during the permitted use, and shall produce same upon request by law enforcement or designated park officials.

(10) *Skating* Skating of any type, including in line, boards or other, shall be permitted on any park trail unless the trail is specifically designated as prohibiting such activities.

(Ord. No. 07-60, § 3, 6-12-07; Ord. No. 08-48, § 5, 3-25-08)

Sec. 2-24-8. - Vending and posting of signs.

- (1) *Vending and peddling.* No person shall offer for sale any services, article or thing; nor place any stand, cart, or vehicle for the transportation, sale or display of any such article or thing, in any park unless authorized to do so by a county-issued license or concession under the authority and regulation of the director.
- (2) *Signs and handbills.* No person shall distribute handbills or circulars, or post any sign, placard, advertisement, or similar item; nor erect or cause to be erected any sign whatever in any county park. Special event directional or other similar temporary signs may be permitted by the director and must be promptly removed after the special event.

(Ord. No. 07-60, § 3, 6-12-07)

Sec. 2-24-9. - Demonstrations.

- (1) *Permit required.* Park demonstrations are prohibited prior to obtaining a permit from the director.
 - (a) *Additional regulations not covered.* The issuance of a permit under this chapter shall not excuse an applicant from the need to comply with any additional federal, state or municipal permitting or other regulatory requirements associated with the permitted activity.
 - (b) *Applicable standard of review.* Permits shall not be unreasonably withheld. In deciding whether to grant such a permit the director shall consider:
 1. Whether the demonstration will interfere with previously scheduled activities or the use of previously reserved space or facilities;
 2. Whether the demonstration will endanger the safety or property of any person;
 3. Whether the demonstration will disrupt the performance of the regular duties of county employees; and
 4. Whether the demonstration can be held in a specific park or area of a park without unreasonably interfering with the use of park facilities by others.
 - (c) *Appeal.* Any person denied a permit may file an appeal to the county administrator within ten (10) days of the denial of the permit. The county administrator shall promptly hear the appeal and issue a decision in writing within twenty (20) days of the appeal.
- (2) *Enforcement.* Law enforcement officers or appropriate county staff shall have authority to control any permitted demonstration in any park under the terms of the permit issued.

(Ord. No. 07-60, § 3, 6-12-07)

Sec. 2-24-10. - Operating policies.

- (1) *Hours.* Except in unique or emergencies situations, parks shall be open to the public during designated and conspicuously posted hours as determined by the director. Unless otherwise posted, hours of operation for all county parks shall be from sunup to sundown.
- (2) *Closed areas.* Any park or part thereof may be declared closed to the public by the director or other designated public official at any time and for any interval of time, either temporarily or at regular and stated intervals (daily or otherwise) as the director shall find reasonably necessary. Unauthorized persons who remain in a closed park, or part or section thereof, after closing may be prosecuted for trespassing.
- (3) *Additional rules.* The director may administratively adopt, amend or rescind rules or procedures regulating the use, operations or staffing of parks or facilities not inconsistent with this chapter if such rules or procedures are deemed by the director to be in the best interest of the public health, safety or welfare. Rules or procedures adopted pursuant to the authority granted in this subsection (3) as of the effective date of this

subsection (3) shall supersede any prior rules adopted by resolution or otherwise. The county commission may, at its sole discretion, rescind any rule or procedure adopted by the director. If the commission elects to rescind any such rule or procedure, the director shall ensure the policy direction given by the commission is reflected in any subsequently issued rule or procedure on the same subject.

- (4) *Exceptions.* The director may waive enforcement or application of any of the regulations or restrictions contained herein, with respect to particular park areas or in connection with the issuance of permits for particular activities, upon determining that such action will not interfere with the public's health and safety or its full enjoyment of park areas and facilities.
- (5) *Permit.* A permit shall be obtained from the director before conducting any activity within a park for which a permit is required herein or in any other county policy. A permit must be obtained for all special events held on park property. The issuance of a permit under this chapter shall not excuse an applicant from the need to comply with any additional federal, state or municipal permitting or other regulatory requirements associated with the permitted activity. The following apply to the permitting process:
 - (a) *Application.* A person seeking issuance of a permit hereunder shall file an application with the director on a form promulgated by the director for such purpose. Such form shall require such information as is deemed necessary by the director. An appropriate permit application fee may be established pursuant to section 2-24-12 of this chapter.
 - (b) *Standards for issuance.* The director shall issue a permit hereunder within his/her discretion which shall not be based upon any considerations of the class of persons the applicant belongs to or his/her/its political views, nor otherwise be unreasonably withheld. Although a legal entity or organization may apply for a permit, the application shall be executed by a responsible natural person representing such entity or organization.
 - (c) *Capacity management.* The director shall establish standards of use for each park property eligible for an event permit. Such standards shall at a minimum set maximum capacities for attendance and parking, and shall take into account the impacts of such events upon abutting neighborhoods and input from law enforcement agencies.
 - (d) *Security standards and requirements.* The director shall assess each application for a special event permit and, based upon the time, duration, location, nature, and estimated size of the event, along with expected weather conditions, review by public safety personnel, and other relevant factors, may impose and require permit applicant to pay for a security plan which may include regulated access points, traffic management plans, and the on-site presence of private security, off-duty law enforcement, emergency medical personnel, or other persons necessary to ensure a safe event and the prevention of damage to park property or facilities.
 - (e) *Effect of permit.* A permittee shall be bound by all park rules and regulations and all applicable ordinances and laws and same shall be deemed to be conditions of said permits.
 - (f) *Liability of permittee.* The person or persons to whom a permit is issued shall be liable for any loss, damage or injury sustained by any other person or entity whatever by reason of the negligence of the person or persons to whom such permit is issued. The director may, in his or her discretion, condition the granting of a special events permit upon demonstration of adequate insurance naming Manatee County as additional insured where the nature and risk of the event in question warrant such requirement.
 - (g) *Revocation or declining to issue permit.* A designee of the director so empowered shall have the authority to revoke a permit or to decline to issue future permits upon a finding of a violation of any law, ordinance or rule, a false application, failure to comply with capacity, security or use restrictions, or upon other good cause shown. The director shall have the authority to review an appeal of any revocation or subsequent denial action by the designee, and shall within thirty (30) days of the appeal, issue a decision. The director is authorized to develop procedures and forms to facilitate an appeal process.

(Ord. No. 07-60, § 3, 6-12-07; Ord. No. 08-48, § 6, 3-25-08)

Sec. 2-24-11. - Licensing of concessions and permitting of vending activities.

- (1) *License required.* Private vendors providing concession services in county parks may only do so by obtaining a franchise license agreement and paying a franchise license fee in accordance with the requirements of this section.
- (2) *Determination of board.* Upon a determination by the board of county commissioners that the provision of any goods or services, including but not limited to instructional services, food, beverages, souvenirs, will be of use to park patrons or enhance and promote Manatee County as a unique community, or provide for the comfort in and enjoyment of the use of a particular park in question, the board may, at its discretion, provide for such services through its own employees or by entering into a franchise license agreement with a concessionaire selected in accordance with any applicable requirements of the Manatee County Procurement Code and state law.
- (3) *Terms and conditions to be included in any concessionaire license.* The terms and conditions of franchise license agreements may be negotiated between the applicants and the director, but shall at a minimum include the following:
 - (a) The days and hours of operation as determined by the county to meet the needs of the park patrons.
 - (b) A clear and specific description of the products that may be sold and controls and regulations with respect to the prices that may be charged as deemed necessary by the county.
 - (c) Requirements with respect to the image, ambience, the condition of facilities and equipment made available by the county or furnished by the concessionaire, or quality of service required to reflect a favorable image of the county and provide for the health, safety and welfare of park patrons.
 - (d) The fee required by the county to help defray the costs of operating and maintaining the county's parks.
 - (e) Restrictions that strictly prohibit the transfer or assignment of any franchise license agreement except as may be approved within the sole discretion of the board of county commissioners.
 - (f) The rights of the parties to terminate the agreement with adequate notice so the county can provide for the continuation of services.
 - (g) The right of the county to terminate the agreement as may be required for public convenience and necessity.
 - (h) Requirements for submission of proof of insurance in suitable amounts and naming Manatee County as additional insured to cover any claims related to the concession.
 - (i) Such other terms and conditions as the board determines to be necessary, prudent and in the best interest of the county.
- (4) *Franchise licenses not disposition of surplus property.* It is the policy and intent of the board of county commissioners that any such franchise license agreement shall not be considered the sale, conveyance, leasing or other disposition of property not needed for county purposes as provided in Section 125.38, Florida Statutes.
- (5) *Revenues.* All revenues derived from any franchise license fees where license fees or other charges are assessed against the concessionaire as a part of any agreement shall be used solely and exclusively for the maintenance and operation of the county's parks. In order to implement this provision, the board of county commissioners may establish a separate fund or may include such revenues in the general fund; however, all revenues generated by the provision of concession services shall be considered each year and allocated as a part of the budget for the operation and maintenance of county parks.
- (6) *Additional vending.* In addition to regularly licensed concessionaires, vending of food, beverages or any other article shall be limited to special events and activities in accordance with established procedures and according to the terms and limitations of the special event permit. Special events or activities as used herein

refers to fairs, festivals, league play or tournaments, and other activities or events of a unique, short-term or nonregular nature.

- (7) *Access to concession facilities.* No concessionaire may install or operate any concession-related facility without the director's express prior approval, and installation or operation of such facility shall be conditioned on the concessionaire's providing the county with full access to such facility at any time.
- (8) *Existing agreements and permits.* The purpose of this section is to clarify and codify existing polices and practices. Any otherwise valid agreement, concession or permit existing on the date of adoption of this section shall not be impaired or altered and is hereby ratified and confirmed through its expiration.

(Ord. No. 07-60, § 3, 6-12-07; Ord. No. 08-48, § 7, 3-25-08)

Sec. 2-24-12. - Fees for uses.

Upon recommendation by the director or on its own initiative, the county commission may from time to time establish, modify, revoke or suspend a schedule of fees related to the uses of county park or recreation facilities, programs or services. Such fees may be expressed as a flat fee, a percentage of income, or a fee range. To the extent a fee range is established, the director shall have the authority to set and adjust the specific fee within the set range as actual costs and market conditions dictate.

(Ord. No. 07-60, § 3, 6-12-07; Ord. No. 08-48, § 8, 3-25-08)

Secs. 2-24-13—2-24-19. - Reserved.

ARTICLE VII. - ENFORCEMENT AND PENALTIES

Sec. 2-24-52. - Designation.

The director is hereby granted the authority to implement and enforce this chapter. The director may designate such other person(s) as he or she may deem necessary and appropriate to exercise any portion of this authority.

(Ord. No. 07-60, § 9, 6-12-07)

Sec. 2-24-53. - Marine rescue personnel as code enforcement officers.

Pursuant to Section 162.21(2), Florida Statutes, the director is authorized to designate certain marine rescue personnel as code enforcement officers. Such designated personnel, in addition to their other assigned duties, shall have the authority to enforce this and other county ordinances on county beaches to the full extent permitted by law. Personnel so designated may not begin exercising the enforcement authority granted herein prior to the completion of any training or qualification requirements established by the director or otherwise required by law.

(Ord. No. 07-60, § 9, 6-12-07)

Sec. 2-24-54. - Park personnel designated as code enforcement officers.

Pursuant to Section 162.21(2), Florida Statutes, the director is authorized to designate certain park personnel, including but not limited to park rangers, as code enforcement officers. Such designated personnel, in addition to their other assigned duties, shall have the authority to enforce this and other county ordinances in county parks to the full extent permitted by law. Personnel so designated may not begin exercising the enforcement authority

granted herein prior to the completion of any training or qualification requirements established by the director or otherwise required by law.
(Ord. No. 07-60, § 9, 6-12-07)

Sec. 2-24-55. - Law enforcement officers designated as code enforcement officers.

Subject to training and qualification requirements established by the director, the sheriff and his or her deputies, and all state or municipal law enforcement officers, are hereby designated as code enforcement officers for purposes of enforcing the provisions of this chapter within their respective jurisdictions. The director will provide, upon request, copies of its uniform citation notice forms to applicable law enforcement agencies for use in enforcement of this chapter.
(Ord. No. 07-60, § 9, 6-12-07)

Sec. 2-24-56. - Enforcement authority and penalties.

- (1) Any person or entity violating any provision of this chapter or other ordinance may be prosecuted before a court of competent jurisdiction in the manner prescribed by law. Pursuant to Sections 162.21(8) and 162.22, Florida Statutes, violators of this chapter or other ordinance shall be subject to the issuance of a summons and notice to appear and/or arrest, as provided in Chapter 901, Florida Statutes, and upon conviction may be sentenced to pay a fine not to exceed five hundred dollars (\$500.00), a definite term of imprisonment not to exceed sixty (60) days, and the restitution of applicable costs and defender fees as authorized by Section 162.30, Florida Statutes. Each incident or separate occurrence of an act that violates this chapter or other ordinance shall be deemed a separate offense. If an arrest for trespass or other criminal law violation is made by a certified law enforcement officer or deputy sheriff, the sentence upon conviction shall be as prescribed by general law.
- (2) A designated code enforcement officer who has reasonable cause to believe a person has violated a county ordinance will, when practical, first warn the violator to cease the prohibited activity. If the violator refuses, by word or action, to comply, the code enforcement officer may, in his or her discretion, immediately issue a citation and notice to appear. The citation and notice shall conform to the requirements of Part II, Chapter 162, Florida Statutes. For purposes of this chapter, entering upon, diving or jumping from, or swimming under a groin is a serious threat to public health, safety and welfare and absent extraordinary circumstances always result in the issuance of a citation.
- (3) Notwithstanding any of the foregoing, pursuant to Section 162.30, Florida Statutes, and as an alternative to a code enforcement action, violators of this chapter shall be subject to a civil action wherein all manner of civil relief, including injunctive relief, may be sought.

(Ord. No. 07-60, § 9, 6-12-07)

Sec. 2-24-57. - Authority to prohibit trespass.

County personnel authorized to exercise supervisory duties over any county park may place "no trespassing" signs to any closed park areas, may order any person to leave the park, and may also request law enforcement to deliver such an order. Any person who refuses to obey such an order to leave shall be in violation of this chapter and, in addition to penalties related to the ordinance violation, may be referred to law enforcement for criminal violation of Section 810.09, Florida Statutes. If the person refusing to leave is in possession of a dangerous weapon, such referral shall be based upon Section 810.09(2)(c), Florida Statutes.
(Ord. No. 07-60, § 9, 6-12-07)

RESOLUTION NO. R-18-024

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, AUTHORIZING CONVEYANCE OF COUNTY PROPERTY TO THE MANATEE COUNTY YOUTH ROWING, INC. (MCYR), FOR THE PURPOSES OF PROMOTING PUBLIC OR COMMUNITY INTEREST AND WELFARE

WHEREAS, the Board of County Commissioners of Manatee County, Florida, is authorized under Section 125.38, Florida Statutes, to convey real or personal property owned by the County where such property is not needed for County purposes, upon application to the Board of County Commissioners, to a not-for-profit body corporate of the State of Florida which may be organized for the purposes of promoting public or community interest and welfare, to best serve the interests of the citizens of Manatee County, Florida; and

WHEREAS, the Manatee County Youth Rowing, Inc. (MCYR), a not-for-profit corporation of the State of Florida, has made application for the conveyance of one (1) refrigerator and one (1) ice machine, more particularly described in attached Exhibit "A"; and

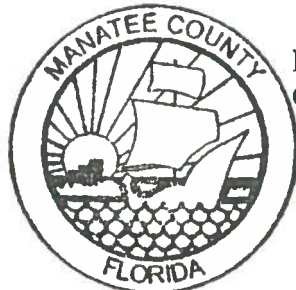
WHEREAS, the Board of County Commissioners finds and is satisfied that MCYR is organized for the purposes of promoting community interest and welfare; and

WHEREAS, the Board of County Commissioners finds and is satisfied that the property is not otherwise needed for County purposes and has determined it is in the best interest of Manatee County, Florida, to convey this property to MCYR for the betterment of the community.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MANATEE COUNTY, FLORIDA, THAT:

The Chairman or Vice Chairman of this Board is authorized to execute any and all documents necessary to complete the transfer of one (1) refrigerator and one (1) ice machine for the sum of \$0.00 and other consideration to MCYR.

DULY ADOPTED with a quorum present and voting this 13TH day of February, 2018.



**BOARD OF COUNTY COMMISSIONERS
OF MANATEE COUNTY, FLORIDA**

By: *[Signature]*
Chairperson

**ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER**

By: *[Signature]*
Deputy Clerk



TANGIBLE PERSONAL PROPERTY
TRANSFER / DISPOSAL FORM

Resolution #

Type:

Asseted Property Has A Value GREATER Than \$1,000.
Non Asseted Property Has A Value LESS Than \$1,000.

SAMS#:

| | | | |
|--|------------------------|--------------|-----------------|
| Description of Property: Refrigerator, 17 CU FT | | BCPC# | Asset# 00055882 |
| Mfg: | Model: Nor-Lake | Serial# | 6RHD3 |
| Year Purchased: | Cost: | Mileage: N/A | |
| Department: Property Management | This Form Prepared By: | | |
| Division: Grounds Maintenance | Director/ Designee: | | Signature |
| Cost Center Number: 0010012400 | Date: 1.24.18 | | |
| Reason For Disposal: "Attach Additional Justification" Donation to the Manatee County Youth Rowing (Ft. Hamer Rowing Facility), per amended agreement with Manatee County Government. | | | |
| Condition Of Property: Good | | | |
| <u>This Section is for the Transfer of an Asset to another Department or Division</u> | | | |
| Transfer to Cost Center Number: | | | |
| Dept/Division: | | | |
| Received By: | | Date: | |
| RECONCILIATION of Property: (Property which has been Cannibalized, Destroyed or Scrapped) Justification Explanation Required; Who? Why? How? Attach Explanation if more space is needed. | | | |
| Stolen/Missing/Lost - Police Report Required. Provide Case#: | | | |
| Trade In - Purchase Order # Required. Provide PO Number#: | | | |
| Tangible Property Physically Turned into Public Works Distribution Center | | | |
| Accepted by: | | Date: | |
| Or Received Paperwork Only: | | Date: | |

Submit Form to Public Works Distribution Center for Receiving/Signature/Date.
Public Works Distribution Center will forward copy of form to the Asset Management Division.

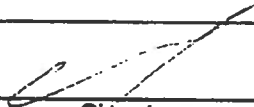
TANGIBLE PERSONAL PROPERTY TRANSFER / DISPOSAL FORM

Resolution #

Type:

***Asseted Property Has A Value GREATER Than \$1,000.
Non Asseted Property Has A Value LESS Than \$1,000.***

SAMS#:

| | | | |
|---|-----------------------------|--|-----------------|
| Description of Property: Ice Machine | | BCPC# | Asset# 00055883 |
| Mfg: Manitowic | Model: Standard 810, Indigo | Serial# 1101021954 | |
| Year Purchased: 2012 | Cost: | Mileage: N/A | |
| Department: Property Management | This Form Prepared By: | | |
| Division: Grounds Maintenance | Director/ Designee: |  | |
| Cost Center Number: 0010012400 | Date: 1-24-18 | | |
| Reason For Disposal: "Attach Additional Justification" Donation to the Manatee County Youth Rowing (Ft. Hamer Rowing Facility), per amended agreement with Manatee County Government. | | | |
| Condition Of Property: Good | | | |
| <u>This Section is for the Transfer of an Asset to another Department or Division</u> | | | |
| Transfer to Cost Center Number: | | | |
| Dept/Division: | | | |
| Received By: | | Date: | |
| <u>RECONCILIATION</u> of Property: (Property which has been Cannibalized, Destroyed or Scrapped) Justification Explanation Required; Who? Why? How? Attach Explanation if more space is needed. | | | |
| <u>Stolen/Missing/Lost</u> - Police Report Required. Provide Case#: | | | |
| <u>Trade In</u> - Purchase Order # Required. Provide PO Number#: | | | |
| Tangible Property Physically Turned into Public Works Distribution Center | | | |
| Accepted by: | | Date: | |
| Or Received Paperwork Only: | | Date: | |

Submit Form to Public Works Distribution Center for Receiving/Signature/Date.
 Public Works Distribution Center will forward copy of form to the Asset Management Division.

February 13, 2018 - Regular Meeting
Agenda Item #33

Approved in Open Session 2/13/18,
Manatee County
Board of County Commissioners

Subject

Manatee County Youth Rowing - First Amendment to License Agreement

Briefings

None

Contact and/or Presenter Information

Presenter: Charlie Hunsicker, Director, Parks and Natural Resources

Contact: Debbie Voorhees, Contracts Manager, Parks and Natural Resources, ext. 6013

Action Requested

Authorization to execute the First Amendment to the License Agreement Between Manatee County Youth Rowing, Inc., and Manatee County.

Adoption of Resolution No. R-18-024 for the conveyance of County property from the Property Management Department to Manatee County Youth Rowing.

Enabling/Regulating Authority

FS 125

Background Discussion

On December 13, 2016, the Board of County Commissioners executed the License Agreement to partner with Manatee County Youth Rowing (MCYR) to provide youth and community rowing programs at Fort Hamer Park.

The First Amendment modifies and adds certain terms and conditions to the Agreement to allow for program expansion and efficiency:

- additional five-year option for renewal (through 2027)
- clarifies and sets deadlines for submission of certifications, reports, and special event applications
- allows for rental of equipment for paddling and fitness programs

Additionally, MCYR has been using the refrigerator and freezer in the Fort Hamer Boathouse. Property Management no longer has a need for these items, so they are being conveyed to MCYR. Resolution No. R-

18-024 is attached for approval of this transfer.

County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney

Morris

Instructions to Board Records

Please provide an approved copy of the agenda to Debbie.voorhees@mymanatee.org

Also D. Bassett & L. Stephens, 2/15/18, RT

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Attachment: [MCYR First Amendment.pdf](#)

Attachment: [CAO Opinion - MCYR First Amendment.pdf](#)

Attachment: [MCYR R-18-024.pdf](#)

Attachment: [CAO Opinion - MCYR R-18-024.pdf](#)



OFFICE OF THE COUNTY ATTORNEY

MITCHELL O. PALMER, COUNTY ATTORNEY*
William E. Clague, Assistant County Attorney
Sarah A. Schenk, Assistant County Attorney**
Christopher M. De Carlo, Assistant County Attorney
Geoffrey K. Nichols, Assistant County Attorney
Pamela J. D'Agostino, Assistant County Attorney
Anne M. Morris, Assistant County Attorney
Katharine M. Zamboni, Assistant County Attorney
Alexandria C. Nicodemi, Assistant County Attorney

MEMORANDUM

Date: December 19, 2017

To: Debbie Voorhees, Contracts Manager, Parks and Natural Resources Department

Through: Mitchell O. Palmer, County Attorney *MOP 12/22/17*

From: Anne Morris, Assistant County Attorney *amm*

RE: **University of South Florida, Women's Rowing at Fort Hamer Park/Boathouse;
CAO Matter No. 2017-0616.**

This memorandum is in response to the above referenced Request for Legal Services in which you asked this Office to review a proposed agreement between the University of South Florida ("USF") and Manatee County for use of the boathouse and related facilities at Fort Hamer Park ("Agreement"). In addition to the Agreement, you also asked this Office to review a proposed amendment to a license agreement between Manatee County Youth Rowing (MCYR), a non-profit organization, and Manatee County ("Amendment").

Per your request, I have reviewed and revised the Agreement and the Amendment. The majority of the proposed revisions to the Agreement and the Amendment are relatively minor, with the exception of Article 5 of the Amendment. The language proposed in Article 5 of the Amendment stated the following:

The County agrees to provide 50% of the rent received from USF to MCYR for support of their rowing programs. This payment will be made to MCYR in one lump sum within the month of December annually. The other 50% will be held by the County to provide for Capital Improvement Projects at the Property.

This proposed language fails to satisfy the legal standards for disbursement of public funds to non-profit organizations. Article VII, Section 10, of the Florida Constitution generally prohibits the disbursement of funds to aid private corporations. An exception to this prohibition is where a

* Board Certified in Construction Law

** Board Certified in City, County, & Local Government Law

local government funds a non-profit organization to carry out a public purpose. *O'Neill v. Burns*, 198 So. 2d 1 (Fla. 1967). The courts have made clear, however, that:

It is only when there is some clearly identified and concrete public purpose as the *primary objective* and a reasonable expectation that such purpose will be substantially and effectively accomplished, that the state or its subdivision may disburse, loan or pledge public funds or property to a non-governmental entity such as a non-profit corporation.

Id. at 4 (emphasis supplied).

It is not enough that services or resources provide "incidental" benefits to the public, "[t]here must be some control retained by the public authority to avoid frustration of the public purpose." *Id.* Accordingly, in order to satisfy the legal standards articulated above, the language in Article 5 of the Amendment was revised as follows:

The County shall utilize at least fifty percent (50%) of the rent received from the University of South Florida pursuant to the USF License for the purpose of improving the Property, either directly or through one or more reimbursement agreements with Licensee.

Attached to this memorandum are clean and redlined versions of the Agreement, Exhibit C of the Agreement, and the Amendment. These documents are now in legally sufficient form for consideration by the Board of County Commissioners.

This completes my response to your Request for Legal Services. As always, should you have any related questions, please do not hesitate to contact me.

Enclosures

Copies to: Ed Hunzeker, County Administrator
Dan Schlandt, Deputy County Administrator
Charlie Hunsicker, Director, Parks and Natural Resources Department



OFFICE OF THE COUNTY ATTORNEY

MITCHELL O. PALMER, COUNTY ATTORNEY*
William E. Clague, Assistant County Attorney
Sarah A. Schenk, Assistant County Attorney**
Christopher M. De Carlo, Assistant County Attorney
Geoffrey K. Nichols, Assistant County Attorney
Pamela J. D'Agostino, Assistant County Attorney
Anne M. Morris, Assistant County Attorney
Katharine M. Zamboni, Assistant County Attorney
Alexandria C. Nicodemi, Assistant County Attorney

MEMORANDUM

Date: January 31, 2018
To: Debbie Voorhees, Contracts Manager, Parks and Natural Resources Department
Through: Mitchell O. Palmer, County Attorney *MOP 2-1-18*
From: Anne Morris, Assistant County Attorney *am*
RE: Resolution for Conveyance of Personal Property to Manatee County Youth Rowing; CAO Matter No. 2017-0616.

This memorandum is in response to the above referenced Request for Legal Services in which you asked this Office to draft a resolution for the conveyance of County-owned personal property (a refrigerator and icemaker) to Manatee County Youth Rowing, a non-profit organization that provides youth rowing services within Manatee County.

Attached to this memorandum is the requested resolution.

This completes my response to your Request for Legal Services. As always, should you have any related questions, please do not hesitate to contact me.

Enclosures

Copies to: Ed Hunzeker, County Administrator
Dan Schlandt, Deputy County Administrator
Charlie Hunsicker, Director, Parks and Natural Resources Department

* Board Certified in Construction Law

** Board Certified in City, County, & Local Government Law

From: [Alex Nicodemi](#)
To: [Debbie Voorhees](#)
Cc: [Charlie Hunsicker](#); [William Clague](#); [Scott Hopes](#); [Pamala Roberts](#)
Subject: RLS Response; MC Youth Rowing, Inc. Agreement 2nd Amend; CAO Matter No. 2021-0450
Date: Monday, November 8, 2021 7:08:14 AM
Attachments: [CAO DRAFT MCYR 2nd Amend. in SANCA.doc](#)

Debbie:

Pursuant to the above Request for Legal Services, you have asked this office to review the Second Amendment to the License Agreement between Manatee County Youth Rowing, Inc. ("Licensee") and Manatee County. My comments are as follows:

1. Attached is a redlined revision of the document reflecting my suggested changes. Some changes are provided for clarity or ADA purposes, while others are more substantive.
2. In the RLS, you requested that the Workers' Compensation insurance requirement within Article 26 be removed due to the exemption found in Chapter 440, Florida Statutes. Florida law states that workers' compensation insurance is required when a non-construction entity has four or more employees, either full- or part-time. I have amended the language within Article 26 taking into consideration that the Licensee may employ above the statutory exemption in the future. By copy of this email to Linda Klasing, I ask that she review the changes to this Article and let us know if she has any additional comments in this regard.

Subject to the changes being incorporated into the document, I have no objection from a legal standpoint to the item being scheduled for consideration by the Board. I express no opinion as to the business judgment of entering into the Second Amendment. This concludes my response to the RLS. Please contact me if you have any additional questions or concerns.

Alexandria C. Nicodemi
Assistant County Attorney
Manatee County Attorney's Office
1112 Manatee Avenue West – Suite 969
Bradenton, Florida 34205
Email: alex.nicodemi@mymanatee.org
Phone: 941-745-3750 x3746
Fax: 941-745-3089

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