REIMBURSEMENT AGREEMENT FOR THE MAINTENANCE OF MANATEES AND/OR EXHIBITS

THE BISHOP MUSEUM OF SCIENCE & NATURE, INC. MANATEE COUNTY

THIS REIMBURSEMENT AGREEMENT ("Agreement"), is made and entered into as of October 1, 2026, by and between The Bishop Museum of Science & Nature, Inc., a Florida not-for-profit corporation (hereinafter, the "Museum") and Manatee County, a political subdivision of the State of Florida (hereinafter the "County").

W I T N E S S E T H

WHEREAS, the County levies and collects a tourist development tax pursuant to Section 125.0104, Florida Statutes (the "Act"), and has adopted a tourist development plan that authorizes the use of proceeds of the tourist development tax for, among other things, payments to the Museum to fund the costs of care, feeding, and maintenance associated with manatees at the Museum, as well as museum-created and/or leased exhibits, in an amount not to exceed thirty thousand dollars ($30,000) in each fiscal year; and

WHEREAS, the Museum is a not-for-profit corporation, operating a museum that is open to the public, and the expenses of feeding and maintenance of manatees constitutes operating expenses of such museum, all within the meaning of Section 125.0104(5)a.1. of the Act; and

WHEREAS, the Museum also creates and builds, or leases, exhibits to be displayed at the Museum constituting operating expenses of such museum, all within the meaning of Section 125.0104 of the Act; and

WHEREAS, the parties hereto entered into an Amended and Restated Reimbursement Agreement dated January 9, 2018 (the "Prior Reimbursement Agreement"), which was subsequently amended by Amendment One effective October 1, 2023, Amendment Two effective October 1, 2024, and Amendment Three effective October 1, 2025; and

WHEREAS, the County and the Museum wish to enter into this Agreement, in order to replace and supersede the Prior Reimbursement Agreement, as amended, in its entirety, to implement the use of tourist development tax proceeds for the purpose of funding care, feeding, and maintenance of manatees by the Museum, and/or to create, build, or lease exhibits to be displayed at Museum as authorized in the County's tourist development plan.

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

1. MANATEES.

A. Maintenance of Manatees: The Museum shall be solely responsible for the care and management of the manatees housed in its facilities. The County shall reimburse the Museum for costs pursuant to Section 3.B.

B. Reimbursable Costs: The actual and direct costs incurred by the Museum in feeding and maintaining the manatees, incurred on or after July 1, 2017, shall be considered "Reimbursable Costs" for the purposes of this Agreement, and no other costs shall be considered Reimbursable Costs. Pursuant to Section 3, hereof, the County shall reimburse the Museum monthly for a portion of such Reimbursable Costs.

2. MUSEUM EXHIBITS.

A. Museum Exhibits: From time to time, the Museum shall create, build, display, and or lease exhibits to display at the Museum.

B. Reimbursable Costs: The actual and direct costs incurred by the Museum in creating, building, leasing, displaying, and maintaining exhibits, incurred on or after July 1, 2017, shall be considered "Reimbursable Costs" for the purposes of this Agreement. Pursuant to Section 3, hereof, the County shall reimburse the Museum for a portion of such Reimbursable Costs.

3. REIMBURSEMENT. The County shall reimburse the Museum for Reimbursable Costs, in an aggregate amount not to exceed a total of thirty thousand dollars ($30,000.00) per County fiscal year, subject to the following provisions:

A. Compliance With Obligations: The County's obligation to provide such reimbursement shall be subject to compliance by the Museum with its obligations under this Agreement.

B. Submission of Written Request and Invoices: In order to receive reimbursement, the Museum shall provide the County with a written request, to be submitted to the County, together with reasonable documentation of expenses for the period of reimbursement. The Museum shall apportion Reimbursable Costs on a monthly basis, and shall submit requests for reimbursement no more frequently than once every three (3) months.

C. Processing and Payment: The County shall, within ten (10) days of receipt, review the invoice and either approve the invoice for payment or request from the Museum additional information. If the invoice is approved for payment, the County shall remit payment to the Museum within forty five (45) days of the date of the original submittal to the County representative. Such payment shall be made in accordance with the Local Government Prompt Payment Act, Sections 218.70 - 218.80, Florida Statutes (the "Prompt Payment Act"), to the extent applicable, and interest penalties, if any, shall only be paid by the County in accordance with the Prompt Payment Act. If any amount in the request is disputed by the County, the County shall, as soon as practical, notify the Museum and make partial payment of the amount which is not in dispute pursuant to this paragraph. The Museum and the County shall meet within seven (7) days of the County notification to attempt to resolve any disputed amounts.

D. Availability of Funds: The County intends to fund the reimbursements to be made hereunder with proceeds of the County's tourist development tax. The obligation of the County to reimburse the Museum for Reimbursable Costs hereunder is subject to the discretion of the Board of County Commissioners to budget legally available funds, including without limitation proceeds of the County's tourist development tax, as well as other revenues, in amounts sufficient to fund such reimbursements. Accordingly, this Agreement shall not be construed to constitute a debt or general obligation of the County, or to result in a pledge of or lien upon any revenues of the County, including without limitation general revenues or proceeds of the County's tourist development tax. The County's obligation to pay such funds hereunder shall be limited by, and shall be subordinate to: (a) all senior funding priorities set forth in the tourist development plan, (b) any covenants of the County to budget and appropriate legally available revenues to service County debt obligations, and (c) requirements of the Act.

4. FINANCIAL RECORDS AND ACCOUNTING. The Museum shall keep and maintain financial records related to the expenditures reimbursed pursuant to this Agreement, in accordance with generally accepted accounting principles, and shall allow the County or its agents to review and audit same at any time upon reasonable notice. The Museum shall make all such records available for inspection as otherwise may be required by law. The Museum shall be responsible for any governmental/regulatory fees or taxes associated with its operations, including without limitations the activities funded in part by reimbursements pursuant to this Agreement.

5. DURATION AND TERMINATION. This Agreement shall remain in effect for an initial term of one (1) year from the Effective Date set forth above, expiring September 30, 2027. Upon termination, the Museum shall provide a final invoice to the County, and the County shall make a final reimbursement then due to the Museum for all Reimbursable Costs incurred on or prior to the date of termination under this Agreement.

6. INDEMNIFICATION. To the extent permitted by law (and in the case of the County, the tort liability limitations set forth in Section 768.28, Florida Statutes, shall also apply to any actions to enforce this Agreement, or any provisions herein) each of the parties hereto shall indemnify, defend, and hold harmless the other, and its officers and employees, from liabilities,

damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the indemnifying party and other persons employed or utilized by the indemnifying party in the performance of this Agreement. The Museum shall maintain insurance policies in amounts and coverages necessary and sufficient to fund its obligations pursuant to this Section, and shall name the County as an additional insured on such policies.

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

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

To the County:	Executive Director Bradenton Area Convention and Visitors Bureau P.O. Box 1000 Bradenton, FL 34206 (941) 729-9177 (941) 729-1820 (fax)
To the Museum:	Office Manager The Bishop Museum of Science & Nature, Inc. 201 10th Street West Bradenton, Florida 34205 (941) 746-4131 (941) 747-2556 (fax)

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

10. CONSTRUCTION.

A. Entire Agreement: This Agreement represents the full agreement of the parties, and supersedes and replaces any and all prior agreements between the County and Museum regarding the matters addressed herein, including without limitation the "Agreement for Use of Tourist Development Tax Revenues", dated as of November 18, 1997, which the County and Museum agreed to terminate as of the effective date of the Reimbursement Agreement dated October 1, 2011.

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

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

11. AMENDMENTS; WAIVERS; ASSIGNMENT.

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

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

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

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

13. SEVERABILITY. The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a Court of competent jurisdiction, such invalid term or provision should not affect the validity of any term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this

Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent here thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

14. GOVERNING LAW; VENUE; LEGAL REFERENCES. This Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce any of the provisions of this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division. All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

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

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

17. PUBLIC ENTITY CRIMES.

The following statement informing of the provisions of Section 287.133(2)(a), Florida Statutes, is required to be included in this Agreement by Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

The Museum warrants that it is not currently on the convicted vendor list pursuant to Section 287.133, Florida Statutes, and agrees to notify the County if placement on the convicted vendor list occurs. If subcontracting is allowed and occurs under this Agreement, the Museum agrees to include this provision in all subcontracts issued as a result of the Agreement.

18. PUBLIC RECORDS.

Notwithstanding any other provision of the Agreement, the County will not be required to hold confidential any information or records required to be made available to the public pursuant to Chapter 119, Florida Statutes, or Florida law. This provision shall survive the termination or expiration of the Agreement.

Pursuant to Section 119.0701, Florida Statutes, to the extent the Museum is performing services on behalf of the County, the Museum shall:

A. Keep and maintain public records that would ordinarily be required by the County to perform the services.

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

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

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

IF THE MUSEUM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MUSEUM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
TELEPHONE NUMBER: (941) 742-5845
E-MAIL ADDRESS: LACY.PRITCHARD@MYMANATEE.ORG
MAILING ADDRESS: MANATEE COUNTY GOVERNMENT, ATTENTION: PUBLIC RECORDS CUSTODIAN, P.O. BOX 1000, BRADENTON, FL 34206

19. SCRUTINIZED COMPANIES.

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by the Museum that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. The Museum further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. The Museum acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and/or costs. The Museum further understands that the Agreement with County for goods or services of any amount may be terminated at County's option if the Museum (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

20. E-VERIFY.

The Museum and its subcontractors, if any, shall utilize the United States Department of Homeland Security's E-Verify system for all newly hired employees in accordance with Section 448.095, Florida Statutes. By executing this Agreement, the Museum certifies that, if applicable and required by law, the Museum and its subcontractors, if any, are registered with, and use, the E-Verify system for all newly hired employees in accordance with Section 448.095(5), Florida Statutes. This Section serves as notice to the Museum regarding the requirements of Section 448.095, Florida Statutes, and the County's obligation to terminate the Agreement if it has a good faith belief that the Museum has knowingly violated Section 448.09(1), Florida Statutes. If terminated for such reason, the Museum will not be eligible for the award of a public contract for at least one (1) year after the date of such termination. The Museum will be liable for any additional costs incurred by County due to contract termination under this Section as provided in Section 448.095(5)(c)(3), Florida Statutes.

21. ANTI-HUMAN TRAFFICKING.

The Museum shall provide County with a sworn affidavit signed by an officer or a representative of the Museum under penalty of perjury attesting that the Museum does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes ("Anti-Human Trafficking Affidavit"). The Anti-Human Trafficking Affidavit must be in a form substantially similar to Exhibit A and be provided to County on or before the Effective Date and at the commencement of each Renewal Term. The Agreement shall not be effective unless and until County receives the Anti-Human Trafficking Affidavit.

22. FUNDS FOR IDENTIFICATION DOCUMENTS.

Pursuant to Section 125.0156, Florida Statutes, no funds provided by the County pursuant to this Agreement shall be used for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

23. REPLACEMENT AND SUPERSESSION.

This Agreement shall replace and supersede the Prior Reimbursement Agreement, as amended, in its entirety. Upon the effective date hereof, all matters addressed herein shall be governed solely by the terms and provisions of this Agreement, and no term, condition, or obligation of any party set forth in this Agreement shall be conditioned upon or subject to any term, condition, or obligation of the Prior Reimbursement Agreement, as amended.

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

[signature page to follow]

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

MANATEE COUNTY, a political subdivision of the State of Florida

By: Board of County Commissioners

By: _____
County Administrator 10/20/26

THE BISHOP MUSEUM OF SCIENCE & NATURE, INC.,
a Florida Not-For-Profit Corporation

By: _____
President/CEO

Approved in Open Session 10/20/26
Manatee County
Board of County Commissioners

October 20, 2026 -Regular Meeting

Subject
Execution of Reimbursement Agreement for the Maintenance of Manatees and/or Exhibits with The Bishop Museum of Science & Nature, Inc., Elliott Falcione, Convention and Visitors Bureau Executive Director – District 3

Category
CONSENT AGENDA

Briefings
Briefing Provided Upon Request

Contact and/or Presenter Information
Presenter: Elliott Falcione, Executive Director, CVB ext. 3940
Contact: Justin Intorcia, Contracts Manager, CVB ext. 3986

Action Requested
Authorization for County Administrator to execute the Reimbursement Agreement for the Maintenance of Manatees and/or Exhibits with The Bishop Museum of Science & Nature, Inc., effective October 1, 2026 through September 30, 2027.

Enabling/Regulating Authority
Code of Laws 2-29-25 Tourist Development Plan
Florida Statutes, Chapter 125.0104 Authorized uses of Resort Tax Funds

Applicable Advisory Board
Tourist Development Council

Background Discussion
On February 28, 2012, the County executed a reimbursement agreement with the South Florida Museum and Bishop Planetarium, Inc. for the care, feeding, and maintenance associated with a second manatee.

On October 7, 2014, the County executed an Amended and Restated Reimbursement Agreement that extended the agreement and expanded eligible reimbursement to include costs associated with traveling exhibits. Reimbursement remained limited to an aggregate amount not to exceed $30,000 per County fiscal year.

In 2016, the South Florida Museum and Bishop Planetarium, Inc. changed its name to The Bishop Museum of Science & Nature, Inc.

On January 9, 2018, the County executed an Amended and Restated Reimbursement Agreement that removed language restricting reimbursement to costs associated with a "second manatee," allowing reimbursement for the feeding, care, and maintenance of any manatee housed at the Museum. The agreement also continued reimbursement for eligible exhibit costs.

The 2018 agreement was subsequently extended through three one-year amendments: Amendment One for October 1, 2023 through September 30, 2024; Amendment Two for October 1, 2024 through September 30, 2025; and Amendment Three for October 1, 2025 through September 30, 2026.

The current agreement expires September 30, 2026. The proposed Reimbursement Agreement is a new one-year agreement commencing October 1, 2026 and expiring September 30, 2027, and will replace and supersede the prior Amended and Restated Reimbursement Agreement, as amended, in its entirety.

The proposed agreement continues to reimburse actual and direct costs associated with the feeding and maintenance of manatees housed at the Museum and eligible costs associated with creating, building, leasing, displaying, and maintaining Museum exhibits. The reimbursement amount remains unchanged at up to $30,000 per County fiscal year.

The FY2027 Recommended CVB budget includes $30,000 in continuation funding for the Bishop Museum Manatee and Exhibition Program.

All funds involved are Tourist Development Tax, not general revenues.

Attorney Review
Not Reviewed (No apparent legal issues)

Instructions to Board Records
Please ensure that the County Administrator signs page 9 of the Agreement.

Send one fully executed original Reimbursement Agreement to Justin Intorcia, CVB. Mr. Intorcia will forward a copy to The Bishop Museum of Science & Nature, Inc.

Copy of approved agenda memo to Justin Intorcia, Leanne Keeling and Dana Byrnes, CVB
justin.intorcia@mymanatee.org leanne.keeling@mymanatee.org
Dana.brynes@mymanatee.org
Distributed 10/22/26, RT

Cost and Funds Source Account Number and Name
1030002400 Other Civic Enterprises - CVB

Amount and Frequency of Recurring Costs
Up to $30,000 annually

ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06, Florida Statutes)

Before me, the undersigned authority, personally appeared ANDREW SANDALL, who was sworn and says that the following information is true and correct:

1. My name is ANDREW SANDALL of THE BISHOP MUSEUM OF SCIENCE & NATURE. I have been authorized by the Company to provide and execute this affidavit.
2. I am over eighteen years of age and the following information is given from my own personal knowledge.
3. Company is a nongovernmental entity and I hereby attest that Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This affidavit is made and given by affiant under penalty of perjury with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

Signature

STATE OF FLORIDA
COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization

this 17th day of September, 2026, by ANDREW SANDALL, who

☒ is personally known to me or
☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

Signature of Notary Public

My Commission Expires: September 28, 2027

(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal)

MAJOR DEBERRY
Notary Public - State of Florida
Commission # HH 449153
My Comm. Expires Sep 28, 2027