

FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT

This First Amendment to the Amended and Restated Agreement by and between the City of Clearwater, Florida, a municipal corporation of the State of Florida, having an office at 600 Cleveland Street, Suite 600, Clearwater, Florida 33755 (“City”), and The Long Center Foundation, Inc., a Florida non-profit corporation (“Foundation”) c/o Clearwater For Youth (CFY) whose address is 1501 North Belcher Road, Suite 236, Clearwater, Florida 33765, is made and entered into this ____ day of _____, 2019.

WITNESSETH:

WHEREAS, the Parties entered into that certain Amended and Restated Agreement (“Agreement”) dated April 11, 2012; and,

WHEREAS, pursuant to the Agreement, in consideration of the donation of the Long Center (“Facility”) and the continued financial support from the Foundation, the City agreed to manage the day-to-day operations and provide recreation programs, activities and services at the Facility as a means to help children and adults and as a way to build and foster confidence, educational, recreational, social skills and good habits in young people and adults; and,

WHEREAS, the Parties desire to amend the Agreement and provide for more specific terms and conditions as mentioned herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The following is added to Article II – Responsibilities of the City, Section 4 – Rule and Regulations:

The City agrees to utilize every reasonable opportunity to recognize the Foundation’s Endowment Subsidy, including recognition on Schedules/Programs for activities, fees, related publications, signage, social media such as Twitter, Facebook, Instagram, radio and television. This will include the Age 18 and under annual (resident/nonresident) “PlayPass” and the \$10.00 Learn to Swim Program (resident/nonresident). It is important to include “nonresident” since eighty five percent of the funding to develop and construct The Long Center facility was donated by nonresidents.

3. The following is added to Article II – Responsibilities of the City, Section 6 – Signage:

Regular maintenance and care will be scheduled for the Donor recognition Granite in the Courtyard and all other Donor recognition signage. Donor recognition will be reinstalled at center-floor of the Dan and Nadine Carlisle Courts and Gym.

4. The following will be added to Article II – Responsibilities of the City, Section 7 – Reporting and Publicity:

Annual Reports to the Foundation's Trustees will include the number of clients served including the specific number of \$10.00 Learn to Swim Level Two resident/nonresident graduates and the specific number of Age 18 and under resident/nonresident members. Annual Reports will also include the overall statistical, maintenance and program activities for the prior fiscal year and six months ended March 31st. A new November City Report will include similar information that management deems important and meaningful for the current period.

IN WITNESSETH WHEREOF, the parties hereto have set their hands and seal the ____ day of _____, 2019.

Countersigned:

CITY OF CLEARWATER, FLORIDA

George Cretekos
Mayor

By:

William B. Horne, II
City Manager

Approved as to form:

Attest:

Owen Kohler
Assistant City Attorney

Rosemarie Call
City Clerk

FISHER ENDOWMENT
SUNSHINE PALYUGROUND ENDOWMENT
FINANCIAL STABILITY ENDOWMENT
LONG CENTER ENDOWMENT
H.E. "ZIP" LONG ENDOWMENT

Attest:

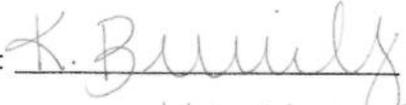
By: Frederick E. Fisher
Frederick E. Fisher

By: [Signature]
Printed Name: Kevin Dunbar

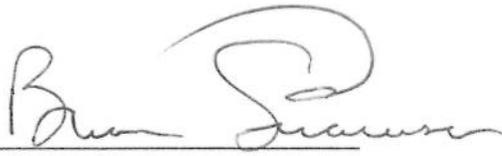
LONG CENTER FOUNDATION, INC.

By: 
Charles Weaver, Chairman

Attest:

By: 
Printed Name: Kirsten Brierley

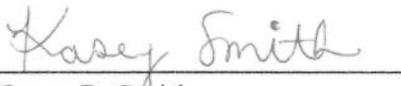
ARC, INC. (formerly UPARC)

By: 

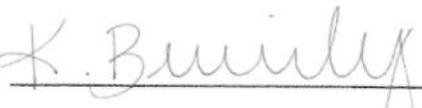
Attest:

By: 
Printed Name: Madison Orr

CLEARWATER FOR YOUTH, INC.

By: 
Kasey B. Smith
Executive Director

Attest:

By: 
Printed Name: Kirsten Brierley