

AMENDED AND RESTATED AGREEMENT

This Amended and Restated Agreement by and between the City of Clearwater, Florida, a municipal corporation of the State of Florida, having an office at 112 Osceola Avenue, Clearwater, Florida 33756 (the City), and The Long Center Foundation, Inc., a Florida non-profit corporation (the Foundation) c/o Clearwater For Youth (CFY) whose address is 1501 North Belcher Road, Suite 226, Clearwater, FL 33765 (each individually referred to herein as "Party" or collectively the "Parties"), is made and entered into this 11 day of April, 2012.

WITNESSETH:

WHEREAS, the Parties entered into that certain Agreement dated August 27, 2003, (Transfer Agreement) wherein the ownership of certain personal property and the improvements located on that certain real property at 1501 Belcher Road in the City of Clearwater, more commonly known as the "Long Center" (Facility), were donated to the City in consideration for the City assuming responsibility, using City resources, for the maintenance of said improvements, the oversight of recreational operations at the Facility, and the accommodation of certain third party organizations, including Clearwater For Youth (CFY) and Upper Pinellas Association for Retarded Citizens (UPARC); and,

WHEREAS, as additional consideration for the City taking on these and other responsibilities, the Foundation agreed to contribute at least Two-Hundred Thousand Dollars (\$200,000) per year as an annual subsidy for the operation of the Facility; and,

WHEREAS, the parties entered into the First Amendment to Agreement (Transfer Agreement Amendment) to provide for the terms under which CFY would utilize the Long Center and provide that if CFY's use agreement was ever terminated for other than cause, the Foundation's \$200,000 annual contribution would simultaneously terminate; and

WHEREAS, the Parties now wish to amend and restate the agreement in its entirety as provided for 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:

ARTICLE I. TERM

1. This agreement shall be perpetual commencing on April 11, 2012 (the "Effective Date") and continuing through termination by one of the Parties as set forth herein. This Agreement may be modified by a written amendment executed by both Parties.

ARTICLE II. RESPONSIBILITIES OF THE CITY

2. **Services to be Provided.** In consideration for the donation of the Long Center, and the continued financial support from the Foundation, the City shall manage day-to-day operations and provide recreation programs, activities and services at the Facility generally as a means to help children and adults, and more specifically, as a way to build and foster confidence, educational, recreational, social skills and good habits in young people and adults, all such activities and programs being subject to the City's operating budget for such purposes in each of the City's fiscal years.

3. **Use Agreements.** The City shall enter into and maintain use agreements (in substantially the form attached hereto) with CFY (Exhibit "B"), and UPARC as amended (Exhibit "C"), both of which are a material inducement to the Foundation Endowment Fund's annual income subsidy. As intended third-party beneficiaries of this Agreement, CFY and UPARC will acknowledge and consent to its terms and conditions as signatories hereto.

4. **Rules and Regulations.** Rules and regulations governing the Long Center may be established by the City in its sole discretion. Such rules and regulations shall provide for an annual entrance pass (Play Pass) made available to minor resident and non-resident children 18 years of age or younger, providing a discount in the amount of fifty percent (50%) of the resident entrance pass fee in recognition of the Foundation's annual subsidy. Said entrance pass shall only apply for entrance to the Long Center and the City is not bound to accept the entrance pass (Play Pass) for entry to any of its other recreational facilities. The

youth discount will be in all printed fee schedules recognizing the Long Center Foundation as the financial subsidy provider.

5. **Meeting Room Usage.** The Foundation shall have access to and usage of the Long Center's conference room for its board meeting, subject to availability. The City will accept the Foundation's mail and direct it to Clearwater For Youth, as agent for The Foundation, at CFY's Long Center office.

6. **Signage.** The name of the Facility must forever more be known as the H.E. "Zip" LONG CENTER; the gymnasium known as the DAN AND NADINE CARLISLE Courts and Gymnasium; and the aquatic center known as the ROZ AND DAN DOYLE Center for the Aquatics. The City shall maintain and/or replace all such signage as necessary including the Courtyard Center signage.

7. **Reporting and Publicity.** The City agrees to submit an annual report and budget to the Foundation. The annual report shall identify the number of clients served hereunder and the type of activities and programs conducted. The City agrees to utilize every reasonable opportunity to publicize the annual subsidy received from the Foundation under this agreement.

8. **Foundation Funding.** The Foundation will provide annual funding to the City as provided by the Long Center Foundation Endowment Fund Agreement at the Community Foundation of Tampa Bay, Inc., (Exhibit "A"). In the event the City terminates its recreational operations and programming at the Long Center for any reason, including those referenced in paragraph number 10, or either CFY or UPARC Use Agreements are terminated without mutual agreement, the annual subsidy will be directed to recreational and sports program organizations for children and adults within the greater Clearwater, Florida area as determined by the Board of Directors of the Community Foundation of Tampa Bay, Inc. If the Foundation fails to meet its funding requirement hereunder as provided in the Foundation Agreement with the Community Foundation of Tampa Bay, Inc. Exhibit A, the

City retains the right to terminate this Agreement in its entirety with written notice of termination being provided thirty (30) days prior to the effective date of such termination.

9. **Indemnification**. The City agrees to indemnify and hold the Foundation harmless from and against any and all claims, demands, and causes of action of lawsuits arising from the Agreement or the performance hereof, from August 27, 2003 and thereafter, unless such claims are the result of the Foundation's sole negligence, TO THE EXTENT PERMITTED BY LAW, SPECIFICALLY FLORIDA STATUTES 768.28. Nothing contained herein shall be construed as consent by the City to be sued by third parties in any manner arising from this Agreement, or as a waiver of sovereign immunity. Under no circumstances or in no event shall the City indemnify the Foundation, or be liable in any way for claims, demands, and caused resulting from the Foundation's ownership, use, occupation of the Facility, or any other party's use or occupation thereof, prior to August 27, 2003.

The Foundation agrees to indemnify and hold the City harmless from and against any and all claims, demands, and causes of action or lawsuits of whatever kind or character arising directly or indirectly from its ownership, use, and occupation of the Facility, prior to August 27, 2003.

10. **Termination**. The City retains the right to terminate this Agreement for municipal need as determined by the City Council to be a necessary purpose. In addition, the City may terminate this Agreement in the event that the State of Florida or any of its agencies or political subdivisions thereof requires the property or any portion thereof for a public purpose as determined by such party in its sole discretion.

11. **Notice**. Any notice required or permitted to be given by the provisions of this agreement shall be conclusively deemed to have been received by a party hereto on the date it is hand-delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or if sent by registered or certified mail (postage prepaid), on the fifth (5th) business day after the day on which such notice is mailed and properly addressed.

1. If to City, addressed to Parks and Recreation Director, 100 S. Myrtle Avenue, Clearwater, FL 33756, with copy to City Attorney, 112 S. Osceola Avenue, Clearwater, FL 33756-5103.
2. If to Foundation, addressed to The Long Center Foundation, c/o Clearwater For Youth, 1501 North Belcher Road, Suite 236, Attn: Chairman or Executive Director, Clearwater, FL 33765.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 11
day of April, 2012.

Countersigned:

CITY OF CLEARWATER, FLORIDA

- George Cretekos

George Cretekos
Mayor

By:

William B. Horne II

William B. Horne, II
City Manager

Approved as to form:

Attest:

Laura Mahony

Laura Lipowski Mahony
Assistant City Attorney

Rosemarie Call

Rosemarie Call
City Clerk



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

Attest:

By: Frederick E. Fisher

Frederick E. Fisher

By:

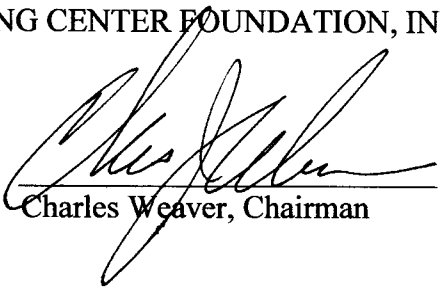
HANE WEBB

Printed Name:

HANE WEBB

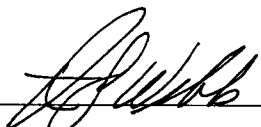
LONG CENTER FOUNDATION, INC.

By:


Charles Weaver, Chairman

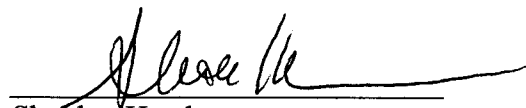
Attest:

By:


Printed Name: HANK WEBB

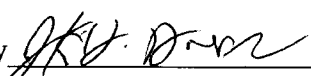
UPARC, INC.

By:


Sheldon Hershman,
Executive Director


Attest:

By:


Printed Name: Jolene Duff

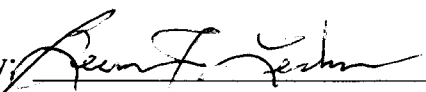
CLEARWATER FOR YOUTH, INC.

By:


Henry Webb
Executive Director

Attest:

By:


Printed Name: BERNARD S. LECHNER

The following parties acknowledge and agree that page 4 of the Agreement has been amended and restated since their original signatures to the Agreement as reflected on pages 6 and 7. The substantive amendment to the page is as follows: "unless such claims are the result of the Foundation's sole negligence." has been deleted from the second sentence in paragraph 9 and added after the word "thereafter," in the first sentence.

IN WITNESS WHEREOF, the parties have set their hands and seals this 9th day of APRIL, 2012.

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

Attest:

By: Frederick E. Fisher
Frederick E. Fisher

By: Larry Philips
Print Name: LARRY PHILIPS

LONG CENTER FOUNDATION, INC.

Attest:

By: Charles Weaver
Charles Weaver, Chairman

By: Margo Skicewicz
Print Name: MARGO SKICEWICZ

UPARC, INC.

Attest:

By: Sheldon Hershman
Sheldon Hershman
Executive Director

By: Larry Philips
Print Name: LARRY PHILIPS

CLEARWATER FOR YOUTH, INC.

Attest:

By: Henry Webb
Henry Webb
Executive Director

By: Mike Lockwood
Print Name: Mike Lockwood



**Restated Agreement for
The Long Center Foundation Fund
within the Community Foundation of Tampa Bay**

THIS AGREEMENT made and entered into on this 28 day of MARCH, 2012 is between Long Center Foundation, Inc., Frederick E. Fisher ("the Donors"), and the Community Foundation of Tampa Bay, Inc. ("the Foundation").

WITNESSETH:

WHEREAS, the Donors desire to establish, and the Foundation is willing to hold and administer a charitable endowment fund ("the Fund"), and,

WHEREAS, in Section G of the "Fourth Amendment to the Agreement For The Long Center Foundation Fund Within the Community Foundation of Tampa Bay," dated March 1, 2007, Frederick J. Fisher was given the authority to represent the original contributing donors in all previous fund agreements in such amendment and any subsequent amendments, and,

WHEREAS, the Donors have hereby irrevocably gifted, transferred, and assigned to the Foundation certain assets, **TO HAVE AND TO HOLD** the same and any other assets which the Foundation may acquire as an addition to the Fund all of which shall be subject to the terms and conditions herein set forth:

Now therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **NAME OF FUND**

The Fund hereby created shall be known as the Long Center Foundation Fund.

2. **PURPOSE**

A. Grants from the Fund shall be to provide support:

- i. to the City of Clearwater, Florida for operations, maintenance, and improvements of the Long Center, a facility owned and administered by the City of Clearwater, and
- ii. for programs held at the Long Center that are sponsored by either the City of Clearwater or charitable tax-exempt organizations.

B. Grants to the City of Clearwater for benefit of the Long Center shall terminate if:

- i. the City terminates its recreational operations and programming at the Long Center for any reason or
- ii. the Use Agreements with Clearwater for Youth (CFY) and/or Upper Pinellas Association for Retarded Citizens (UPARC) are terminated without mutual agreement.

If payments to the City of Clearwater are terminated under the above provisions, the Foundation shall make grants from the Fund to charitable organizations that provide support or activities to children and young adults in the greater Clearwater, Florida area.

3. **GIFTS**

- A. All gifts and transfers to this fund at its inception were received from donors who were party to earlier fund agreements which granted variance powers to the Foundation.
- B. Original Donors to the Fund (Exhibit A) and subsequent donors to the Fund will receive gift recognition in the Foundation's annual reports.
- C. Any person whether an individual, corporation, trust, estate, or organization may make a gift to the Foundation as an addition to the Fund by a transfer to the Foundation of assets acceptable to the Foundation. All gifts and bequests shall be irrevocable.
- D. For accounting purposes, a separate fund may be established by the Foundation to account for gifts received to benefit the Long Center and the City of Clearwater for which the donor does not explicitly grant variance power to the Foundation.

4. **AMOUNTS OF GRANTS**

- A. Annual grants for 2012 shall be made in the total amount of \$125,000.
- B. Subsequent to 2012, the Foundation shall make grants from the Fund based on a calculation and frequency set from time to time by its Board of Trustees, currently at five percent of the fund balance as of December 31 of the previous year, payable March and September. Subsequent to 2012, the minimum annual grant will be \$100,000.
- C. Except for the grant specified in Section 4.A., above, and the minimum annual grants specified in Section 4.B., above, grants may not invade the principal of the fund and shall be made only from accumulated earnings, as defined in Section 4.C.ii., below, of the fund.
 - i. Principal of the fund is defined as the fund balance of \$3,899,658.41 at December 31, 2011, plus subsequent gifts received into the fund, plus the annual 2% growth described in Section 4.E., below.
 - ii. Accumulated earnings is defined as the accumulation of Total Return, as defined in Section 4.E., below, less grants made, less the annual additions to principal described in Section 4.E., below.
- D. Upon written request of either the Director of Parks and Recreation of the City of Clearwater or the Board of Trustees of Long Center Foundation, Inc., distributions may be less than the percentage currently recommended by the Foundation. If deferred, the Director of Parks and Recreation of the City of Clearwater may later request in writing that an accumulated distribution be made. Such request shall not exceed the excess of the sum of the prior six semi-annual payments as calculated in the preceding paragraph over the amounts paid for such periods. Distribution of previously deferred amounts as provided in this paragraph shall be in addition to amounts determined under Section 4.B., above.
- E. It is the intent of the Donors that the Principal of the fund be increased annually by not less than two percent (2%) of the beginning of the year fund balance less the annual grant paid during the calendar year, and that the increase will be funded by the "Total Return" of the fund. For purposes hereof, the term "Total Return" shall mean the ordinary income (dividends, interest, rent, etc.) plus or minus realized and unrealized capital gains and losses earned by the investment of assets of the fund less deductions for investment management fees and administrative fees.

The provisions of this Section 4.E. shall begin during calendar year 2012 and be based upon a December 31, 2011 value of \$3,774,658.41, which is the December 31, 2011 fund balance of \$3,899,658.41 less the grants to be paid during 2012 of \$125,000.

5. **RECIPIENTS OF GRANTS**

Annual grants, as determined in Section 4., above, shall be paid as follows:

- A. The City of Clearwater shall receive the larger of 3% of the fund balance or \$200,000 of annual grant to use at its discretion in operating or maintaining the Long Center or in providing program services at the Long Center. Should the annual grant be less than the larger of 3% of the fund balance or \$200,000, the City of Clearwater shall receive the entire grant.
- B. Annual grant amounts in excess of amounts determined in Section 5.A. shall be directed to the City of Clearwater for charitable tax-exempt organizations to augment or fully fund their programs at the Long Center. The granting of these funds will be determined by the Director of the City of Clearwater Parks and Recreation Department. Payment of these grants shall be made by the Foundation directly to the City of Clearwater or the recipient charitable tax-exempt organization(s) upon (1) receipt and approval of a written request from the Director of the City of Clearwater Parks and Recreation Department which is accompanied by an explanation of the program(s) such recipient organization(s) hold at the Long Center; and (2) the Foundation's determination that the proposed recipient organization is qualified to receive a charitable grant.

6. **ADMINISTRATIVE AND VARIANCE PROVISIONS**

Notwithstanding anything herein to the contrary, the Foundation shall administer the Fund pursuant to applicable Florida statutes and subject to its Articles of Incorporation, Bylaws, and any future amendments adopted by the Board of Trustees of the Foundation. The Foundation shall have all powers of modification or removal of purposes of the Fund as specified in Section 1.170A-9(e)(11)(v)(B) of the Treasury regulations, as amended. This regulation protects the Fund from obsolescence. Should, in the sole discretion of the Board of Trustees of the Foundation, the purposes for which the Fund was created ever become unnecessary, incapable of fulfillment, undesirable, impractical, obsolete, or no longer adapted to the needs of the community, it is the Board's responsibility to use the Fund for purposes which most nearly approximate, in the good faith opinion of the Board, the original purpose of the Fund.

7. **NOT A SEPARATE TRUST**

All assets in the Fund shall be a component part of the Foundation as defined in Section 1.170A-9(e)(11) of the Treasury regulations, as amended, and not a separate trust or nonprofit corporation. The exclusive legal control over the Fund shall be vested in the Foundation.

8. **INVESTMENT OF FUNDS**

The Foundation shall invest the assets of the Fund as it deems appropriate and may commingle said assets with other assets of the Foundation, provided that the separate identity and accounting of the Fund shall be maintained.

9. **FEES**

The Foundation shall be entitled to reasonable compensation for services rendered in the performance of this Agreement in accordance with its published administrative fee schedule as it may be amended by its Board of Trustees from time to time. Such fees shall not exceed amounts charged to Agency funds in accordance with its published fee schedule, currently 0.5% per annum. Any costs incurred by the

Foundation in accepting, transferring, or managing assets donated to the Foundation for the Fund shall also be paid from the Fund.

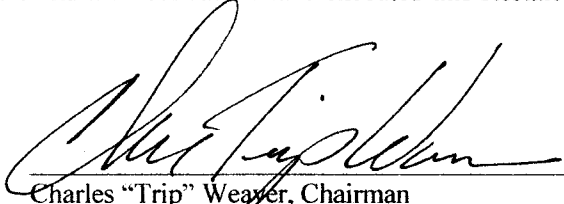
10. **OTHER**


It is anticipated that the Long Center Foundation Fund will be increased by these known donations subsequent to the execution of this agreement:

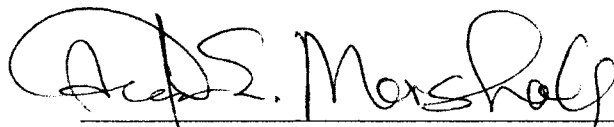
- Harris E. "Zip" Long Foundation, Inc., dated May 23, 1994, which is to terminate December 31, 2034
- F.E. Fisher CRUT ONE, dated December 21, 1994
- Herbert C. and Mavis Schwartz CRUT, dated December 21, 1994
- John B. and Gloria G. Sweger CRAT, dated December 17, 1993

Copies of the Fisher, Schwartz and Sweger trust agreements were received by the Foundation on April 4, 2011.

IN WITNESS WHEREOF, the Donors and the Foundation have executed this Restated Agreement as of the date first above written.


Charles "Trip" Weaver, Chairman
The Long Center Foundation, Inc.


Frederick E. Fisher
On Behalf of the Original Donors


Gene E. Marshall, Chairman of the Board of Trustees
Community Foundation of Tampa Bay, Inc.

**Restated Agreement for
The Long Center Foundation Fund
within the Community Foundation of Tampa Bay**

Exhibit A

Original Donors

Gwendolyn M. Sherrick Trust Gwendolyn M. Sherrick (Deceased) Frederick E. Fisher, Trustee	\$1,512,500
Frederick E. Fisher 1166 Lindenwood Drive Tarpon Springs, Florida 34688	1,450,000
Dan and Roz Doyle, Sr. 7 Stonegate Place Belleair, Florida 33756	600,000
Dan Carlisle (Nadine Carlisle – Deceased) 426 S. Andrews Drive Belleair, Florida 33756	500,000
Shirley Long (H. E. Long – Deceased) 150 Belleview Boulevard #207 Belleair, Florida 33756	203,000
Ray and Nancy Murray 5 Braeside Place Clearwater, Florida 33759	200,000
J. Warren Hughes 55 Rogers Street Clearwater, Florida 33756	100,000
Bruce E. Moore (Phil Giovinco – Deceased) 55 Sleepy Hollow Drive New Town Square, Pennsylvania 19073	100,000
Herb and Mary Ehlers 2502 Rocky Point Drive #500 Tampa, Florida 33607	75,000
Robert Strudler (Deceased) 11110 Greenbay Houston, Texas 77024	52,500
Community Foundation of Tampa Bay	<u>250,000</u>
	<u>\$5,043,000</u>

**Restated Agreement for
The Long Center Foundation Fund
within the Community Foundation of Tampa Bay**

Exhibit B - Example of Application of Paragraph 4, Amounts of Grants

	Assumptions			Fund Balance Analysis			Potential Grant at CFTB spending policy	Minimum Grant	Available for grants	Grant Amount Determination		
	Annual Growth	Spending Policy	Annual Return	Principal	Accumulated Earnings	Net Fund Balance				Minimum grant required	Spend policy Applies w/o limits	Spend policy limited to Accum Earnings
2012:												
Fund balance 12/31/11				3,899,658.41		3,899,658.41						
Commitment for 2012 grants				(125,000.00)	125,000.00	-						
Balance on which to calculate 2012 growth				<u>3,774,658.41</u>	<u>125,000.00</u>	<u>3,899,658.41</u>						
2012 Analysis:												
Beginning balances 12/31/11				3,774,658.41	125,000.00	3,899,658.41						
Required 2012 growth transfer	2.0%			75,493.17	(75,493.17)	-						
Actual for 2012:												
Annual return (applied to beginning of year balance)			3.0%		116,989.75	116,989.75						
Annual grant payments - assumed fixed amount for the year				-	(125,000.00)	(125,000.00)						
Balance 12/31/12				<u>3,850,151.58</u>	<u>41,496.58</u>	<u>3,891,648.16</u>						
2013:												
Assumed CFTB spending policy		5.0%										
Principal balance 12/31/12				3,850,151.58								
Commitment for grants at indicated rate subject to limitations				(100,000.00)			194,582.41	100,000.00	41,496.58	100,000.00	-	-
Balance on which to calculate 2013 growth				<u>3,750,151.58</u>								
2013 Analysis:												
Beginning balance 12/31/12				3,850,151.58	41,496.58	3,891,648.16						
Required 2013 growth transfer	2.0%			75,003.03	(75,003.03)	-						
Actual for 2013:												
Annual return (applied to beginning of year balance)			4.0%		155,665.93	155,665.93						
Annual grant payments				-	(100,000.00)	(100,000.00)						
Balance 12/31/13				<u>3,925,154.61</u>	<u>22,159.48</u>	<u>3,947,314.09</u>						
2014:												
Assumed CFTB spending policy		5.0%										
Principal balance 12/31/13				3,925,154.61								
Commitment for grants at indicated rate subject to limitations				(100,000.00)			197,365.70	100,000.00	22,159.48	100,000.00	-	-
Balance on which to calculate 2014 growth				<u>3,825,154.61</u>								
2014 Analysis:												
Beginning balance 12/31/13				3,925,154.61	22,159.48	3,947,314.09						
Required 2014 growth transfer	2.0%			76,503.09	(76,503.09)	-						
Actual for 2014:												
Annual return (applied to beginning of year balance)			12.0%		473,677.69	473,677.69						
Annual grant payments				-	(100,000.00)	(100,000.00)						
Balance 12/31/14				<u>4,001,657.70</u>	<u>319,334.08</u>	<u>4,320,991.78</u>						

**Restated Agreement for
The Long Center Foundation Fund
within the Community Foundation of Tampa Bay**

Exhibit B - Example of Application of Paragraph 4, Amounts of Grants

	Assumptions			Fund Balance Analysis			Potential Grant at CFTB spending policy	Minimum Grant	Available for grants	Grant Amount Determination		
	Annual Growth	Spending Policy	Annual Return	Principal	Accumulated Earnings	Net Fund Balance				Minimum grant required	Spend policy Applies w/o limits	Spend policy limited to Accum Earnings
2015												
Assumed CFTB spending policy		6.0%										
Principal balance 12/31/14				4,001,657.70								
Commitment for grants at indicated rate subject to limitations				(259,259.51)			259,259.51	100,000.00	319,334.08	-	259,259.51	-
Balance on which to calculate 2015 growth				3,742,398.19								
2015 Analysis:												
Beginning balance 12/31/14				4,001,657.70	319,334.08	4,320,991.78						
Required 2015 growth transfer	2.0%			74,847.96	(74,847.96)	-						
Actual for 2015:												
Assumed gift received				750,000.00		750,000.00						
Annual return (applied to beginning of year balance)			11.0%		475,309.10	475,309.10						
Annual grant payments				-	(259,259.51)	(259,259.51)						
Balance 12/31/15				4,826,505.66	460,535.71	5,287,041.37						
2016												
Assumed CFTB spending policy		6.0%										
Principal balance 12/31/15				4,826,505.66								
Commitment for grants at indicated rate subject to limitations				(317,222.48)			317,222.48	100,000.00	460,535.71	-	317,222.48	-
Balance on which to calculate 2016 growth				4,509,283.18								
2016 Analysis:												
Beginning balance 12/31/15				4,826,505.66	460,535.71	5,287,041.37						
Required 2016 growth transfer	2.0%			90,185.66	(90,185.66)	-						
Actual for 2016:												
Assumed gift received				250,000.00		250,000.00						
Annual return (applied to beginning of year balance)			5.0%		264,352.07	264,352.07						
Annual grant payments				-	(317,222.48)	(317,222.48)						
Balance 12/31/16				5,166,691.32	317,479.64	5,484,170.96						
2017												
Assumed CFTB spending policy		5.0%										
Principal balance 12/31/16				5,166,691.32								
Commitment for grants at indicated rate subject to limitations				(274,208.55)			274,208.55	100,000.00	317,479.64	-	274,208.55	-
Balance on which to calculate 2017 growth				4,892,482.77								
2017 Analysis:												
Beginning balance 12/31/16				5,166,691.32	317,479.64	5,484,170.96						
Required 2017 growth transfer	2.0%			97,849.66	(97,849.66)	-						
Actual for 2017:												
Annual return (applied to beginning of year balance)			5.0%		274,208.55	274,208.55						
Annual grant payments				-	(274,208.55)	(274,208.55)						
Balance 12/31/17				5,264,540.98	219,629.98	5,484,170.96						

**Restated Agreement for
The Long Center Foundation Fund
within the Community Foundation of Tampa Bay**

Exhibit B - Example of Application of Paragraph 4, Amounts of Grants

	Assumptions			Fund Balance Analysis			Potential Grant at CFTB spending policy	Minimum Grant	Available for grants	Grant Amount Determination		
	Annual Growth	Spending Policy	Annual Return	Principal	Accumulated Earnings	Net Fund Balance				Minimum grant required	Spend policy Applies w/o limits	Spend policy limited to Accum Earnings
2018												
Assumed CFTB spending policy		5.0%										
Principal balance 12/31/17				5,264,540.98								
Commitment for grants at indicated rate subject to limitations				(219,629.98)			274,208.55	100,000.00	219,629.98	-	-	219,629.98
Balance on which to calculate 2018 growth				5,044,911.00								
2018 Analysis:												
Beginning balance 12/31/17				5,264,540.98	219,629.98	5,484,170.96						
Required 2018 growth transfer	2.0%			100,898.22	(100,898.22)	-						
Actual for 2018:												
Annual return (applied to beginning of year balance)			-2.0%		(109,683.42)	(109,683.42)						
Annual grant payments				-	(219,629.98)	(219,629.98)						
Balance 12/31/18				5,365,439.20	(210,581.64)	5,154,857.56						
2019												
Assumed CFTB spending policy		4.0%										
Principal balance 12/31/18				5,365,439.20								
Commitment for grants at indicated rate subject to limitations				(100,000.00)			206,194.30	100,000.00	(210,581.64)	100,000.00	-	-
Balance on which to calculate 2019 growth				5,265,439.20								
2019 Analysis:												
Beginning balance 12/31/18				5,365,439.20	(210,581.64)	5,154,857.56						
Required 2019 growth transfer	2.0%			105,308.78	(105,308.78)	-						
Actual for 2019:												
Annual return (applied to beginning of year balance)			-1.0%		(51,548.58)	(51,548.58)						
Annual grant payments				-	(100,000.00)	(100,000.00)						
Balance 12/31/19				5,470,747.98	(467,439.00)	5,003,308.98						
2020												
Assumed CFTB spending policy		4.0%										
Principal balance 12/31/19				5,470,747.98								
Commitment for grants at indicated rate subject to limitations				(100,000.00)			200,132.36	100,000.00	(467,439.00)	100,000.00	-	-
Balance on which to calculate 2020 growth				5,370,747.98								
2020 Analysis:												
Beginning balance 12/31/19				5,470,747.98	(467,439.00)	5,003,308.98						
Required 2020 growth transfer	2.0%			107,414.96	(107,414.96)	-						
Actual for 2020:												
Annual return (applied to beginning of year balance)			7.0%		350,231.63	350,231.63						
Annual grant payments				-	(100,000.00)	(100,000.00)						
Balance 12/31/20				5,578,162.94	(324,622.33)	5,253,540.61						

LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into this 25th day of April, 2005, between the **CITY OF CLEARWATER, FLORIDA**, a Florida municipal corporation of the State of Florida, as "Lessor" or "City", and **CLEARWATER FOR YOUTH, INC.**, a Florida not-for-profit corporation, as "Lessee" or "CFY" (each referred to individually herein as "Party" or collectively as the "Parties").

WHEREAS, it has been determined to be highly desirable to provide financial support to various City co-sponsored youth athletic programs and organizations ("City Co-Sponsored Organizations" or "City Co-Sponsored Programs"), and to that end, Lessor continues to partner and enter into agreements with various organizations as a means to help young people, adults and families; and,

WHEREAS, Lessee has a long standing history of providing youth sport programming operations and financial assistance within the City of Clearwater; and,

WHEREAS, through its the Board of Directors, Lessee organized The Long Center Foundation, a Florida Non-Profit Corporation, in 1986 (the "Foundation", formerly the "Center Foundation") for the purpose of planning, building and endowing the unique 150,000 square foot \$15 million recreational and educational facility known as The Long Center for, among other things, to provide Lessee with permanent office facilities and to augment their recreational sports mission; and

WHEREAS, the Board of Directors of Lessee also organized The Long Center, Inc., a Florida Non-Profit Corporation in 1990 for the purpose of owning and managing The Long Center; and

WHEREAS, the Boards of Directors of both the Foundation and The Long Center, Inc., through an agreement with the Lessor ("Transfer Agreement") transferred the facility and all of its interest in furniture, fixtures and equipment to the Lessor on October 1, 2003, in consideration of the Lessor taking responsibility for the operation and management of the facility using Lessor resources, with the exception of a annual subsidy to be provided by the Foundation; and

WHEREAS, as a result of the Transfer Agreement, the Lessor currently owns the Long Center, ("Center"), located at 1501 North Belcher Road, Clearwater, Florida; and

WHEREAS, in addition to transferring ownership of the Long Center building, the Transfer Agreement stated that the Parties would enter into an agreement replacing a former Lease Agreement which would provide Clearwater For Youth with office space and use of the facility, said Agreement to be revised only as mutually agreed upon; and

WHEREAS, the Board of Directors of the Lessee desires to continue to provide financial support to athletic programs including City Co-sponsored Organizations and Programs, and specifically Clearwater For Youth Programs as a City Co-Sponsored Program, and is agreeable to entering into this Lease in accordance with the Transfer Agreement, as amended.

NOW THEREFORE, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated in and form a part of this agreement.

2. LEASE PROPERTY.

That the Lessor does lease to the Lessee the following premises: office space consisting of approximately 237 square feet within the Long Center facility. Lessee shall have exclusive use of the office space. In addition, Lessee shall be permitted use of the Long Center common facilities and services as further described herein, for purposes defined herein. The Lessee hereby agrees that such use of common facilities and services is subject to use preference as determined by the Lessor in its sole discretion or as otherwise defined hereunder.

Such property shall hereinafter be referred to as the "leased premises", "demised premises" or the "leased property."

3. LEASE TERM.

The term of this lease shall be for 5 year(s); which term shall commence on the 1st day of February 2005, and shall continue until midnight on the 31st day of January 2010 ("Initial Term"). This Lease shall automatically renew for five (5) successive five (5) year periods unless notification of termination is provided, in writing, by the terminating Party sixty (60) days prior to the end of the then current term, as termination is provided for hereunder. However, nothing in this Lease shall be deemed a waiver by the Lessor of its right to cancel or not to renew this Lease as otherwise provided herein. The expression "term hereof " refers to the initial term hereunder and to any extension in accordance with the Lease terms herein.

4. RENT.

The Lessee agrees to pay and the Lessor agrees to accept the total sum of One Dollar (\$1.00) as rent during the initial term of this lease, and for each renewal period, the receipt of which is hereby acknowledged. In further consideration of Lessor entering into this lease with Lessee, Lessee covenants with Lessor that Lessee shall contribute an additional One Hundred Thousand Dollars during the Initial Term and One Hundred Thousand Dollars (\$100,000) for each five year extension thereof, to support various City Co-Sponsored Organizations ("Co-Sponsorship Contributions"). For purposes of this Lease, a Lessor Co-Sponsored Organization is defined as an organization that has a current, effective Co-Sponsorship Agreement with the Lessor or in the future meets Lessor requirements to become a new Co-Sponsored Organization. Lessee's failure to timely contribute the Co-Sponsorship Contributions during the Lease Term shall be deemed a material default, subject to provisions of Paragraph 20, DEFAULT; REMEDIES; TERMINATION BY LESSOR.

5. CO-SPONSORSHIP CONTRIBUTIONS.

Types of financial support to be given as Co-Sponsorship Contributions include, but are not limited to: (1) Participant scholarship support; (2) Matching grant support for City Co-Sponsored Organization or individual participants ("Participant" or "Participants") in City Co-Sponsored Organizations, competing at the state or national level; (3) Matching grant support to City Co-Sponsored Organizations for facility improvement.

6. LESSOR IN KIND SERVICES.

The Lessor agrees to provide maintenance of all major capital components of the leased premises including air conditioners, roof, painting, plumbing, and electrical, as well as all custodial maintenance for the portion of the Center to be used by the Lessee. In addition, Lessor will provide all utilities necessary for the operation of the Lessee's office, as well as clerical support and use of support equipment (e.g., copy and fax machine) in the operation of official Clearwater For Youth business. Said clerical and equipment support shall be provided only for services benefiting City Co-Sponsored Programs and shall be subject to City's discretion.

The Lessor shall not make any monetary contributions as a part of this agreement, however, in addition to the use of the Center by the Lessee, the Lessor agrees to help direct potential contributions of third parties and sponsorship solicitations to the Lessee, to help fund City Co-Sponsored Organizations as contemplated hereunder. The Lessor also agrees to provide assistance, subject to applicable law and policies of the Lessor, in developing a capital campaign program, similar to a "Pennies for Parks" program (as operated by Pinellas County), whereby financial resources are contributed to athletic sponsorships and programs via various sources such as through public contributions on utility bills.

7. CLEARWATER FOR YOUTH PROGRAMS AND USE OF FACILITY.

(a) **Lessee Programs.** All current Lessee programs, including, but not limited to, the Junior Tornado Football program, will become City Co-sponsored Programs and will execute a City of Clearwater Sports and Program Co-Sponsored Agreement, enjoying all rights therein. Said program shall receive financial support under this Agreement comparable to support provided for all City Co-sponsored Programs. The Junior Tornado Football program will enjoy use of the facilities at the Long Center, as they traditionally have and its City Co-sponsored Agreement shall be annually renewed unless terminated as provided therein.

(b) **Rules for Use.** Rules and regulations applicable to and governing the use of the Center by Lessee may be established by the Lessee, providing said rules and regulations are not in conflict or inconsistent with the ordinances, policies or operating rules of the Lessor, the Center, or this Agreement.

(c) **General Adherence to City Ordinances.** Notwithstanding any limitations implied by the provisions above, the Lessee promises to comply with all statutes, ordinances, rules, orders, regulations, and requirements of federal, state, county and City governments and their respective agencies applicable to the use and occupancy of the premises. Lessee will save Lessor harmless from fines, penalties, costs, expenses, or damage resulting from Lessee's failure to observe and perform the undertakings contained in this section.

(d) **No Unlawful Use.** The Lessee promises and agrees that it will make or allow no unlawful, improper or offensive use of the premises. Further, the Lessee understands and agrees that this provision specifically prohibits, among other acts, the sale, consumption or use of alcoholic beverages or controlled substances anywhere in, on or around the Center and those adjacent areas used by the Lessee.

(e) **Signage.** The Lessee shall have an identification sign in the Center at the main entrance, according to the Clearwater City Code and procedures and with approval from the Lessor.

8. **Payment of Fees and Taxes.** The Lessee shall obtain all required licenses at its own expense and shall be responsible for all personal property taxes as may be assessed against the leased premises during the lease term, and shall promptly pay same when due.

9. **Scheduled Reports of Lessee Activities:**

(a) The Lessee shall furnish the City Parks and Recreation Department with an annual report of activities conducted and financial support distributed to Co-Sponsored Organizations or Participants under the provisions of this agreement within 60 days of the end of the Lessee's fiscal year. Each report is to identify the amount of support provided, number of clients served, the type of activities, projects and programs funded.

10. **CREATION, USE, AND MAINTENANCE OF FINANCIAL RECORDS:**

a) **Creation of Records:** Lessee shall create and maintain financial and accounting records, books, documents, policies, practices, procedures and any information necessary to reflect fully the financial activities of the Lessee. Such records shall be available and accessible at all times for inspection, review, or audit by authorized Lessor representatives. Records must be made available in accordance with applicable law.

11. **ASSIGNMENT OR SUBLEASE.**

This Lease may not be assigned by the Lessee. Any attempted assignment of the rights and obligations provided for herein shall be of no force or effect and shall upon such attempted assignment or transfer, render this Lease null and void.

12. **ALTERATIONS AND IMPROVEMENTS.**

Any modifications or improvements to any portion of the Center to be used by the Lessee hereunder, must be approved in advance by the Parks and Recreation Director, to the extent that the Parks and Recreation Director has the authority to so approve, or by the Clearwater City Council. Any improvements shall become the property of the Lessor upon expiration or termination of this Agreement.

13. **RISK OF LOSS.**

All personal property placed or moved in the premises shall be at the risk of the Lessee or owner thereof. The Lessor shall not be responsible or liable to the Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying the premises or adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building which the leased premises are a part or for any loss or damage resulting to the Lessee or its property from bursting, stopped up or leaking water, gas, sewer or steam pipes unless the same is due to the negligence of the Lessor, its agents, servants or employees.

14. **RIGHT OF ENTRY.**

The Lessor, or any of its agents, shall have the right to enter said premises, including the area designated for the Lessee's exclusive use hereunder during all reasonable hours, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, which do not conform to this Agreement. Lessor agrees to give reasonable notice to the Lessee before entry to their office area.

15. RESTORING PREMISES TO ORIGINAL CONDITION.

Lessee represents that the premises leased are in good, sanitary and tenantable condition for use by Lessee. Lessee's acceptance or occupancy of the leased premises shall constitute a recognition of such condition. Lessee hereby accepts the premises in the condition they are in at the beginning of this lease and agrees to return the premises to their original condition at the expiration of the term, excepting only reasonable wear and tear arising from the use thereof under this agreement.

16. INSURANCE.

The Lessee shall independently procure at its own expense and maintain during the term of this Agreement insurance as shown below:

(a) A Comprehensive General Liability policy covering claims for injuries to persons or damage to property, which may arise from or in connection with use of the Center premises by the Lessee including all activities occurring thereon.

(b) Insurance procured in accordance with section 16 (a) shall have a minimum coverage limit of \$500,000.

(c) Lessee shall at all times and at its expense maintain insurance against loss by fire or other casualty with extended coverage on any furniture, fixtures, inventory, equipment, supplies and personal property located in and on the premises, if applicable, and said policies shall include a standard waiver of subrogation against the Lessor.

(d) Worker's Compensation – Coverage to apply for all employees for statutory limits in compliance with applicable State and Federal laws. In addition, the policy must include Employer's Liability with a limit of Five-Hundred Thousand Dollars (\$500,000.00).

(e) Each insurance policy issued as a requirement of this Agreement shall name the City of Clearwater as an additional named insured. The coverage shall contain no special limitations on the scope of protection afforded to the Lessor, its officials, employees, agents or volunteers. The Lessee shall provide a copy of any or all insurance policies upon request by the Lessor. The Lessee shall furnish the Lessor with Certificate(s) of Insurance with all endorsements affecting coverage required by this section. These forms shall be received and approved by the Director of Parks and Recreation before execution of this Agreement by authorized City officials.

17. **LIABILITY AND INDEMNIFICATION.**

The Lessee shall act as an independent contractor and agrees to assume all risks of occupying the leased premises, or other use of the center as provided for hereunder, and all liability therefore, and shall defend, indemnify, and hold harmless the Lessor, its officers, agents, and employees from and against any and all claims of loss, liability, and damages of whatever nature, to persons and property, including, without limiting the generality of the foregoing, death of any person and loss of the use of any property, except claims arising from the negligence or willful misconduct of the Lessor or Lessor's agents or employees. This includes, but is not limited to matters arising out of or claimed to have been caused by or in any manner related to the Lessee's activities or those of any approved or unapproved invitee, contractor, subcontractor, or other person approved, authorized, or permitted by the Lessee in or about the premises whether or not based on negligence. The above indemnification provision is not intended to apply to losses resulting from use of the facility by City Co-sponsored groups, which are separate legal entities from CFY, and which have Co-Sponsored Agreements with the City containing independent insurance and indemnification provisions.

18. **NON-DISCRIMINATION:**

Notwithstanding any other provisions of this agreement during the term of this agreement, the Lessee for itself, agents and representatives, as part of the consideration for this agreement, does covenant and agree that:

(a) **Nondiscrimination:** Lessee agrees that no person shall, on the grounds of race, sex, handicap, national origin, religion, marital status or political belief, be excluded from participation in, denied the benefit(s) of, or be otherwise discriminated against as an employee, volunteer, or client of the provider, except that programs may designate services for specific client groups as defined by the program guidelines. Lessee agrees to maintain access to handicapped persons in accordance with applicable law.

(b) **Breach of Nondiscrimination Covenants:** In the event of conclusive evidence of a breach of any of the above non-discrimination covenants, the Lessor shall have the right to terminate this agreement immediately upon the giving of notice, as the giving of notice is required herein.

19. **SUBORDINATION.**

This lease and the rights of the Lessee hereunder are hereby made subject and subordinate to all bona fide mortgages or other instruments of security now or hereafter placed upon the said premises by the Lessor provided, however, that such mortgages and other instruments of security will not cover the equipment and furniture or furnishings on the premises owned by the Lessee. The Lessee further agrees to execute any instrument of subordination, which might be required by mortgagee of the Lessor.

20. **DEFAULT; REMEDIES; TERMINATION BY LESSOR.**

For Cause: Failure to adhere to any of the provisions of this Agreement by the Lessee shall constitute cause for termination. Such termination shall be noticed in writing and the Lessee shall have 30 days to remedy the default.

For Municipal Purpose: In addition to the right to terminate for cause, the Lessor may terminate this Agreement in the event it determines that the Leased Premises is required for any

other municipal purposes by giving sixty (60) days written notice of such intended use, following which this Agreement shall terminate in every respect, and both parties shall be relieved of any further obligations hereunder, except that Lessee shall be responsible for full payment of all costs and expenses resulting from the operation of the Leased Premises which remain unsatisfied, together with any other monies due in accordance with this Agreement, pro rata to the date of termination.

In the event of termination in accordance with a municipal need as described herein, the Lessor represents that it will make its best effort to make available to the Lessee, facilities comparable to that currently enjoyed by the Lessee in exchange for comparable financial support.

Additionally, the Parties hereto acknowledge that that certain Agreement between the City, The Long Center Foundation and Pinellas Community Center, Inc., dated October 1, 2003 (the "Transfer Agreement"), which transferred title to the Long Center building, among other things, contemplated that the Lessor (City) would enter into a lease agreement with Clearwater For Youth. The new lease was to contain the same terms and conditions of the lease agreement between the Foundation and CFY, that existed at the inception of the Transfer Agreement (the "Original CFY Lease"), unless the City and CFY agree to revised terms. The Parties have mutually agreed to amend those terms and conditions to provide additional benefits to CFY under this Lease, in exchange for an additional contribution of One Hundred Thousand dollars (\$100,000) every five years, to City Co-sponsored athletic groups. In addition, the Transfer Agreement shall be amended concurrently to state that in the event this Lease is terminated for other than cause, and the City fails to provide comparable facilities to CFY at the Long Center, the Two-Hundred Thousand dollar (\$200,000) annual subsidy provided by the Foundation under the Transfer Agreement, shall terminate.

21. ARBITRATION OF CONTROVERSY

Any controversy or claim arising out of or relating to this agreement, or the breach of this agreement, shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

We further agree that any such controversy or claim shall be submitted to three arbitrators selected from the panels of arbitrators of the American Arbitration Association. There shall be three arbitrators, one named by each of the Parties within twenty (20) days after the demand for arbitration is made and a third to be chosen by the two named. Should either party refuse or fail to join in the appointment of the arbitrators, the arbitrators shall be appointed in accordance with the provisions of the commercial arbitration rules. Costs resulting from arbitration shall be divided evenly between the Parties.

22. MISCELLANEOUS.

(a) This contract shall bind the Lessor and its assigns or successors, and the Lessee and assigns and successors of the Lessee, as permitted hereunder.

(b) It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein.

(c) The rights of the Lessor under the foregoing shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

(d) It is understood that no representations or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.

23. RADON GAS NOTIFICATION, AS REQUIRED BY FLORIDA STATUTE 404.056(8) IS TO BE INSERTED IN ALL CONTRACTS FOR SALE, PURCHASE OR RENTAL OF REAL PROPERTY.

Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health unit.

24. NOTICE

Any notice required or permitted to be given by the provisions of this Agreement shall be conclusively deemed to have been received by a party hereto on the date it is hand-delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or if sent by registered or certified mail (postage prepaid), when actually received or on the fifth (5th) business day after the day on which such notice is mailed and properly addressed, whichever is earlier.

(a) If to Lessor, addressed to Parks and Recreation Director, P.O Box 4748, Clearwater, FL 33758.

(b) If to Lessee, addressed to Clearwater for Youth, 1501 North Belcher Road, Suite 236, Clearwater, FL 33765.

25. SEVERANCE.

The invalidity or unenforceability of any portion of this lease shall in nowise affect the remaining provisions and portions hereof.

26. CAPTIONS.

The paragraph captions used throughout this lease are for the purpose of reference only and are not to be considered in the construction of this lease or in the interpretation of the rights or obligations of the parties hereto.

27. NO HAZARDOUS MATERIALS.

The Lessee herewith covenants and agrees that no hazardous materials, hazardous waste, or other hazardous substances will be used, handled, stored or otherwise placed upon the property or, in the alternative, that such materials, wastes or substances may be located on the property, only

upon the prior written consent of the Lessor hereunder, and only in strict accord and compliance with any and all applicable state and federal laws and ordinances. In the event such materials are utilized, handled, stored or otherwise placed upon the property, Lessee expressly herewith agrees to indemnify and hold Lessor harmless from any and all costs incurred by Lessor or damages as may be assessed against Lessor in connection with or otherwise relating to said hazardous materials, wastes or substances at anytime, without regard to the term of this lease. This provision shall specifically survive the termination hereof.

28. ATTORNEY'S FEES.

In the event that either party seeks to enforce this Contract through attorneys at law, then the parties agree that each party shall bear its own attorney fees and costs.

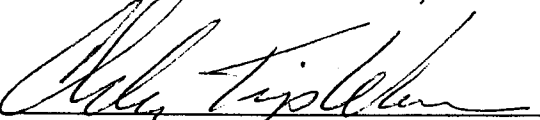
29. GOVERNING LAW.

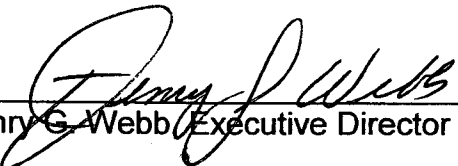
The laws of the State of Florida shall govern this Contract; any action brought by either party shall lie in Pinellas County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date set forth above.

AS TO LESSEE:

CLEARWATER FOR YOUTH, INC.


By: 
Charles "Trip" Weaver, President

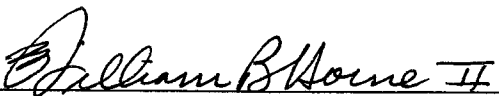
By: 
Henry G. Webb, Executive Director

AS TO LESSOR:


CITY OF CLEARWATER, FLORIDA

Countersigned:



Frank V. Hibbard, Mayor

By: 
William B. Horne II, City Manager

Approved as to form:


Laura Lipowski, Assistant City Attorney

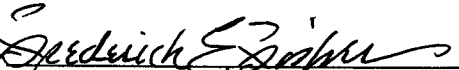
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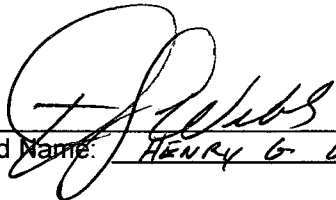

Cynthia E. Goudeau, City Clerk

**ACKNOWLEDGMENT OF THE
LONG CENTER FOUNDATION ON
BEHALF OF ITSELF AND THE FOLLOWING
ENDOWMENTS:**

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

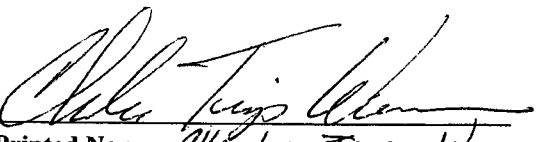
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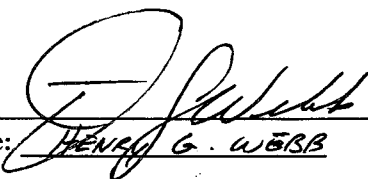
By: 
Printed Name: FREDERICK E. FISHER

By: 
Printed Name: HENRY G. WEBB

LONG CENTER FOUNDATION, INC.

Attest:

By: 
Printed Name: CHARLES TRIPOD WEBER

By: 
Printed Name: HENRY G. WEBB

COPY

AGREEMENT

This Partnership and Operational Support and Funds Agreement is made and entered into between the City of Clearwater, whose address is: Attn: Parks and Recreation Director, Post Office Box 4748, Clearwater, FL 33758-4748, hereinafter referred to as the *City*, and The Upper Pinellas Association for Retarded Citizens, Inc., a Florida nonprofit corporation, whose address is: 1501 North Belcher Road, Clearwater, FL 34625, referred to as the *Agency*.

WHEREAS, it has been determined to be highly desirable and socially responsible to provide activities to build and foster the confidence, educational, cultural, vocational and social skills and good habits in all young people, adults and families including those with developmental disabilities; and

WHEREAS, the City desires to provide programs and activities as a means to help young people, adults and families with developmental disabilities; and

WHEREAS, the Agency has established programs that provide educational, motivational, vocational, cultural and other activities for youth, adults and families in the community that have developmental disabilities; and

WHEREAS, the Agency has provided these programs to the community for over 30 years and at the Long Center for 15 years; and

WHEREAS, the Agency committed funds to the original construction of the Long Center; and

WHEREAS, the City owns certain land, facilities and buildings located at 1501 North Belcher Road in the City of Clearwater, (the legal description of which is attached hereto and incorporated herein as Exhibit "A") hereinafter referred to as the Center; and

WHEREAS, the Agency desires to partner with the City in providing educational, motivational, vocational and cultural programs for those citizens with developmental disabilities; by occupying and running certain day to day operations and offering programs within a certain portion of the Center, more particularly described in Exhibit "B", attached hereto and made a part hereof.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I. TERM

The term of this agreement shall be for a period of 5 years commencing on October 1, 2004 "Effective Date" and continuing through September 30, 2009 "Termination Date". This Agreement shall automatically renew for successive five (5) year periods unless notification is provided, in writing, by the terminating party sixty (60) days prior to the end of the then current term. However, nothing in this Agreement shall be deemed a waiver by the City of its right to cancel or not to renew this Agreement as otherwise provided herein. The expression "term hereof" refers to the initial term hereunder and to any extension thereof as provided herein.

ARTICLE II. RESPONSIBILITIES OF THE AGENCY

1. **Services to be Provided:** The Agency shall provide at a minimum the following services:
 - a) **Programs:** Conduct educational, cultural, vocational and motivational programs at the Center for the benefit young people, adults and families with developmental disabilities throughout upper Pinellas County. Some of the core programs to be provided are as follows:
 - i) Parent support groups and skills training
 - ii) Vocational training
 - iii) Job counseling and related economic development activities
 - iv) Development activities
 - v) Linkages to the health care system and other community services
 - vi) Outreach (including home visits when appropriate)
 - vii) Social outings and trips for clients
 - viii) Educational classes to teach basic life skills
 - b) **Assistance to the Community:** The Agency will maintain communication and interaction with the surrounding community through such avenues as:
 - i) Facilitation and support of community meetings and activities
 - ii) Distribution of educational and promotional materials throughout the community regarding programs and activities of the Agency.
 - c) **Supervision of Center Activities and Common Areas:** Supply the necessary leadership and supervision for the conduct of Agency activities and their clients while on Center property.
 - d) **Hours of Operation:** As much as possible, the Agency will provide programs and activities at the center on a daily basis and establish regular operating hours, subject to approval by the City.
2. **Area to be Served:** Services rendered through this agreement shall be provided not only to citizens of the corporate limits of Clearwater but also to citizens North of Ulmerton Road and South of the Pasco County line.
3. **Use of The Long Center:**
 - a) **No Illegal Use:** The Agency promises and agrees that they will make or allow no unlawful, improper or offensive use of the premises.
 - b) **Rules for Use:** Rules and regulations governing the use of the Center may be established by the Agency, **providing** they are not in conflict or inconsistent with the ordinances, policies or operating rules of the City or of this Agreement. Such

rules and regulations developed by this Agency may provide for and allow reasonable user fees to be retained by the Agency.

- c) **Inspection by City:** The Agency understands and agrees that the Center premises may be entered and inspected at any time by the City's officers, agents and employees. The City shall notify the Agency at least 48 hours prior to any inspections, unless entry is necessary due to an emergency as determined by the City in its sole discretion.
- d) **General Adherence to City Ordinances:** Notwithstanding any limitations implied by the provisions above, the Agency promises to observe all City ordinances.
- e) **Signage:** The Agency may place an identification sign on the Center or in the park according to City codes with approval from the City at the Agency's expense.
- f) **Structure:** No permanent alterations or improvements to the interior or exterior of the building may be made without the written consent of the City. Any permanent structural additions approved by the City will become City property, upon termination or expiration of this Agreement.
- g) **Use of areas other than those described in Exhibit B:** The Agency may use the gymnasium and other Long Center space at no charge if available and upon approval from the City.

4. **Maintenance of the Center by the Agency:**

- a) **Custodial Maintenance:** The Agency shall maintain the Center and adjacent areas used by the Agency in a clean and orderly condition.
- b) **Repair of Damage:** The Agency understands and agrees that it is responsible for and will cause to be repaired at the Agency's expense, damage to the Center other than normal wear and tear or vandalism.

5. **Payment for operating expenses:**

- a) The Agency is responsible to pay for the following operating expenses related to their use of the facility.
 - 1. All operating expenses associated with that portion of the Center as described in Exhibit B where they are either billed or metered exclusively for such use.
 - 2. For the following items that are shared with the City, the Agency will be billed monthly to pay 50% of the bill, payable by the 20th of each month.
 - Water - domestic (does not include pool water)

- Sewer
- Storm Water
- Gas (for hot water heater boiler)
- Utility Tax
- Fire Alarm Maintenance

3. The Agency shall pay for the dumpster used exclusively for Agency activities and will pay for the elevator maintenance for the elevator that is included in Exhibit B.

4. The Agency shall pay for their share of electrical consumption based on the formula and sample attached in Exhibit C and payable by the end of each month.

5. The Agency and City will share equally in the cost to maintain those areas that are determined to be common areas. The current common areas include the following:

- Parking Lot/Driveways
- Plaza Area (including first floor restrooms)
- Parking Lot and Driveway Lights

b) In the event another partner is included at the Long Center they will be responsible to share in common area costs associated with its occupancy or use relative to the facilities it utilizes or any costs that can be directly associated to said occupancy or use apart from City or other partners.

c) The Agency will provide replacement maintenance for all major capital components of the building including air conditioners, roof, painting, plumbing and electrical for all areas described in Exhibit B.

6. **Payment of Fees and Taxes:** The Agency shall obtain all required licenses at its own expense and shall pay all required taxes necessary to the Agency's operation at the Center.

7. **Scheduled Reports of Agency Activities:** The Agency shall furnish the City Parks and Recreation Department, with an annual report of activities conducted under the provisions of this agreement within sixty (60) days of the end of the Agency's fiscal year. Each report is to identify the number of clients served, the type of activities, programs offered and costs of such services.

8. **Creation, Use, and Maintenance of Financial Records:**

a) **Creation of Records:** Agency shall create and maintain financial and accounting records, books, documents, policies, practices, procedures and any information necessary to reflect fully the financial activities of the Agency. Such records shall be available and accessible at all times for inspection, review, or audit by authorized City representatives.

- b) **Use of Records:** Agency shall produce such reports and analyses that may be required by the City to document the proper and prudent stewardship and use of the facilities.
 - c) **Maintenance of Records:** All records created hereby are to be retained and maintained for a period not less than five (5) years and must be provided in accordance with applicable law.
9. **Audit and Management Letter:** Within 120 days of the close of its fiscal year, Agency agrees to submit to the City a certified independent fiscal audit of all its corporate activities and any accompanying management letter(s). This audit shall be conducted consistent with American Institute of Certified Public Accountants (AICPA) Standards for Non Profit Organizations or other mutually agreed upon standard.
10. **Non-discrimination:** Notwithstanding any other provisions of this agreement during the term of this agreement, the Agency for itself, agents and representatives, as part of the consideration for this agreement, does covenant and agree that:
- a) **Nondiscrimination:** Agency agrees that no person shall, on the grounds of race, sex, handicap, national origin, religion, marital status or political belief, be excluded from participation in, denied the benefit(s) of, or be otherwise discriminated against as an employee, volunteer, or client of the provider. Agency agrees to maintain reasonable access to handicapped persons.
 - b) **Inclusion in Subcontracts:** The Agency agrees to include the requirement to adhere to Title VI and Title VII of the Civil Rights Act of 1964 in all approved sub-contracts.
 - c) **Breach of Nondiscrimination Covenants:** In the event of conclusive evidence of a breach of any of the above non-discrimination covenants, the City shall have the right to terminate this agreement immediately.
11. **Publicizing of City Support:** Agency agrees to utilize every reasonable opportunity to publicize the support received from the City. Agency further agrees to supply the City, up to three copies of any publication developed in connection with implementation of programs addressed by this Agreement. Such publications will state that the program is supported by the City.
12. **Liability and Indemnification:** The Agency shall act as an independent contractor and agrees to assume all risks of providing the program activities and services herein agreed and all liability therefore, and shall defend, indemnify, and hold harmless the City, its officers, agents, and employees from and against any and all claims of loss, liability, and damages of whatever nature, to persons and property, including, without limiting the generality of the foregoing, death of any person and loss of the use of any property, except claims arising from the negligence or willful misconduct of the City or City's agents or employees. This includes, but is not limited to matters arising out of or claimed to have been caused by or in any manner related to the Agency's activities or those of any

approved or unapproved invitee, contractor, subcontractor, or other person approved, authorized, or permitted by the Agency in or about its premises whether or not based on negligence.

13. **Insurance:** The Agency shall procure at its expense and maintain during the term of this Agreement insurance as shown below:
- a) A Comprehensive General Liability policy covering claims for injuries to persons or damage to property which may arise from or in connection with use of the Center premises by the Agency including all activities occurring thereon.
 - b) A Business Automobile Liability Policy covering claims for injuries to persons or damage to property that arise from or in connection with use of a motor vehicle owned by the Agency.
 - c) Insurance procured in accordance with sections 13 (a) and (b) shall have minimum coverage limits of \$1,000,000.
 - d) Except for Worker's Compensation each insurance policy issued as a requirement of this Agreement shall name the City of Clearwater as an additional named insured. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents or volunteers.
 - e) The Agency shall furnish the City with Certificate(s) of Insurance with all endorsements affecting coverage required by this section. These forms shall be received and approved by the City's Parks and Recreation liaison before execution of this Agreement by authorized City officials. Agency shall provide a copy of applicable insurance policies at the request of the City.
14. **Worker's Compensation:** The Agency shall provide worker's Compensation insurance for all their employees in an amount at least equal to the statutory limits of coverage according to applicable State and Federal laws. In addition, the policy shall include employer's liability coverage with a limit of \$500,000 per occurrence.

ARTICLE III. RESPONSIBILITIES OF THE CITY

- 1. **Grant of Funds:** There shall be no monetary funding by either party to this agreement.
- 2. **Grant of In-Kind Services:**
 - a) The City agrees to provide lawn and landscape maintenance for all areas described in Exhibit "A".
 - b) The City agrees to pay for the solid waste cost for the dumpsters not serving UPARC.

- c) The City will provide for maintenance of the elevator in the plaza area and will share in the maintenance of the first floor restroom with UPARC.
 - d) The City shall provide for building property insurance under the City self-insurance plan, however, if the Agency desires coverage for their contents they will need to purchase their own policy. Agency shall provide insurance as otherwise provided for herein.
 - e) The City will not provide any other additional in kind services, supplies, labor or equipment whether on loan or for consumption to the Agency.
3. **City Liaison:** The Recreation Programming Superintendent of the City of Clearwater will serve as the City Liaison for the Agency.

ARTICLE IV. DISCLAIMER OF WARRANTIES

This Agreement constitutes the entire Agreement between the parties on the subject hereof and may not be changed, modified, or discharged except by written Amendment duly executed by both parties. No representations or warranties by either party shall be binding unless expressed herein or in a duly executed Amendment hereof.

ARTICLE V. TERMINATION

1. **For Cause:** Failure to adhere to any of the provisions of this agreement as determined by the City shall constitute cause for termination. This agreement may be terminated with 30 days written notice without any further obligation by City.
2. **For Municipal Purpose:** The City may terminate this Agreement in the event it determines that the premises are required for any other municipal purposes by giving sixty (60) days written notice of such intended use, following which this Agreement shall terminate in every respect, and both parties shall be relieved of any further obligations hereunder, except that Agency shall be responsible for full payment of all costs and expenses resulting from the operation hereof, together with any other monies due in accordance with this Agreement.

ARTICLE VI. NOTICE

Any notice required or permitted to be given by the provisions of this agreement shall be conclusively deemed to have been received by a party hereto on the date it is hand-delivered to such party at the address indicated below (or at such other address as such party shall specify to the other party in writing), or if sent by registered or certified mail (postage prepaid), when actually received or on the fifth (5th) business day after the day on which such notice is mailed and properly addressed, whichever is earlier.

1. If to City, addressed to Parks and Recreation Director, P.O Box 4748, Clearwater, FL 33758. With copy to: City Attorney, P.O. Box 4748, Clearwater, FL 33758.


2. If to Agency, addressed to UPARC, Chief Executive Officer, 1501 North Belcher Road, Clearwater, FL 33765.

ARTICLE VIII. EFFECTIVE DATE

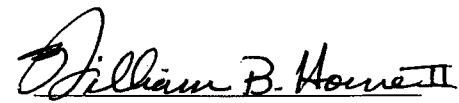
The effective date of this agreement shall be as of the first day of October 2004.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 18th day of October, 2004.


Countersigned:


Brian J. Aungst
Mayor


CITY OF CLEARWATER, FLORIDA

By: 
William B. Horne, II
City Manager

Approved as to form:


Laura Lipowski
Assistant City Attorney

Attest:


Cynthia E. Goudeau
City Clerk

THE UPPER PINELLAS ASSOCIATION FOR RETARDED CITIZENS, INC

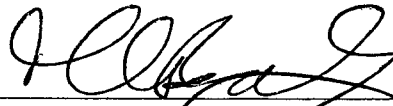
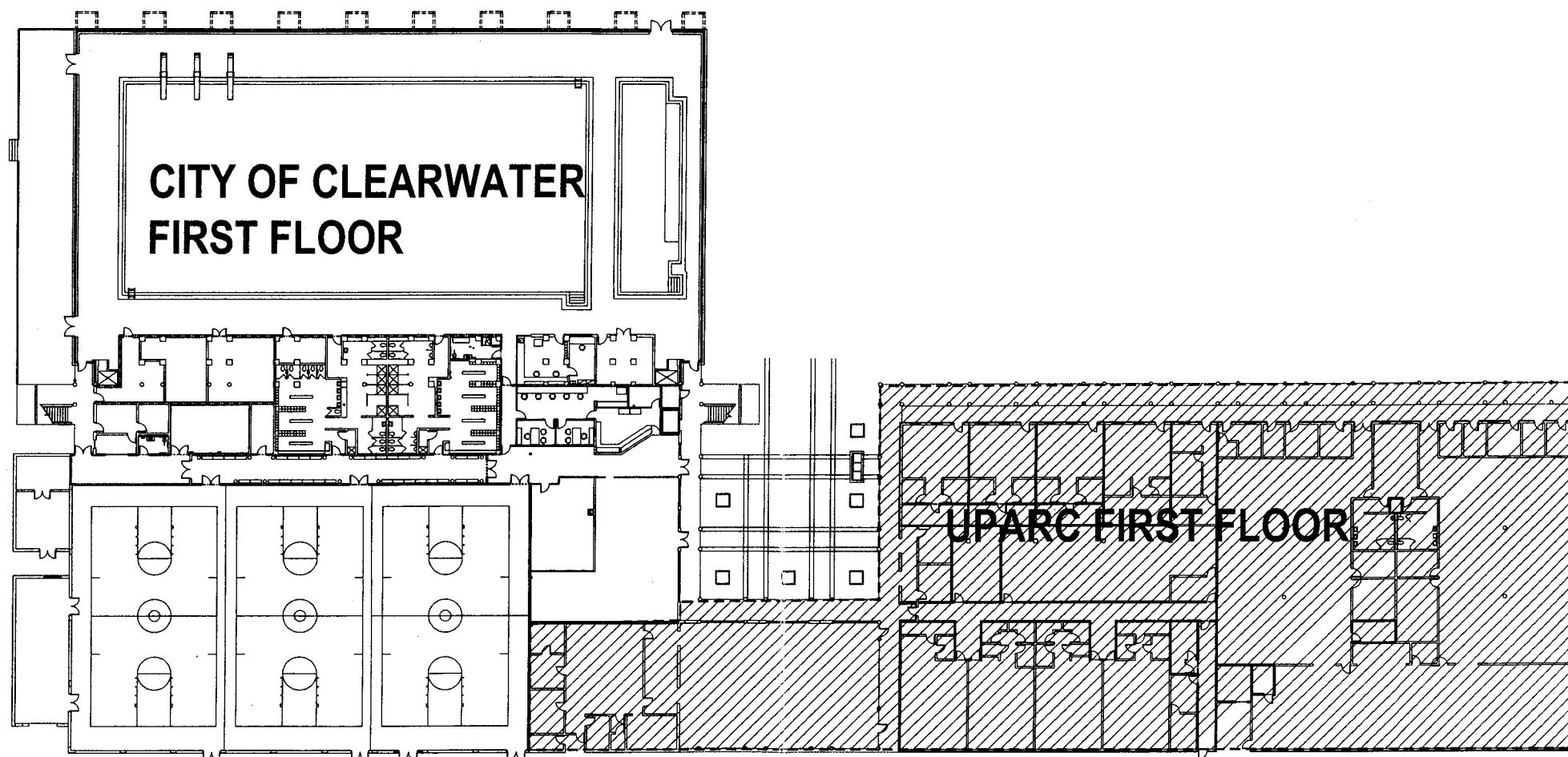
By: 
Printed Name: Thomas J. Buckley
Chief Executive Officer

Exhibit "A"

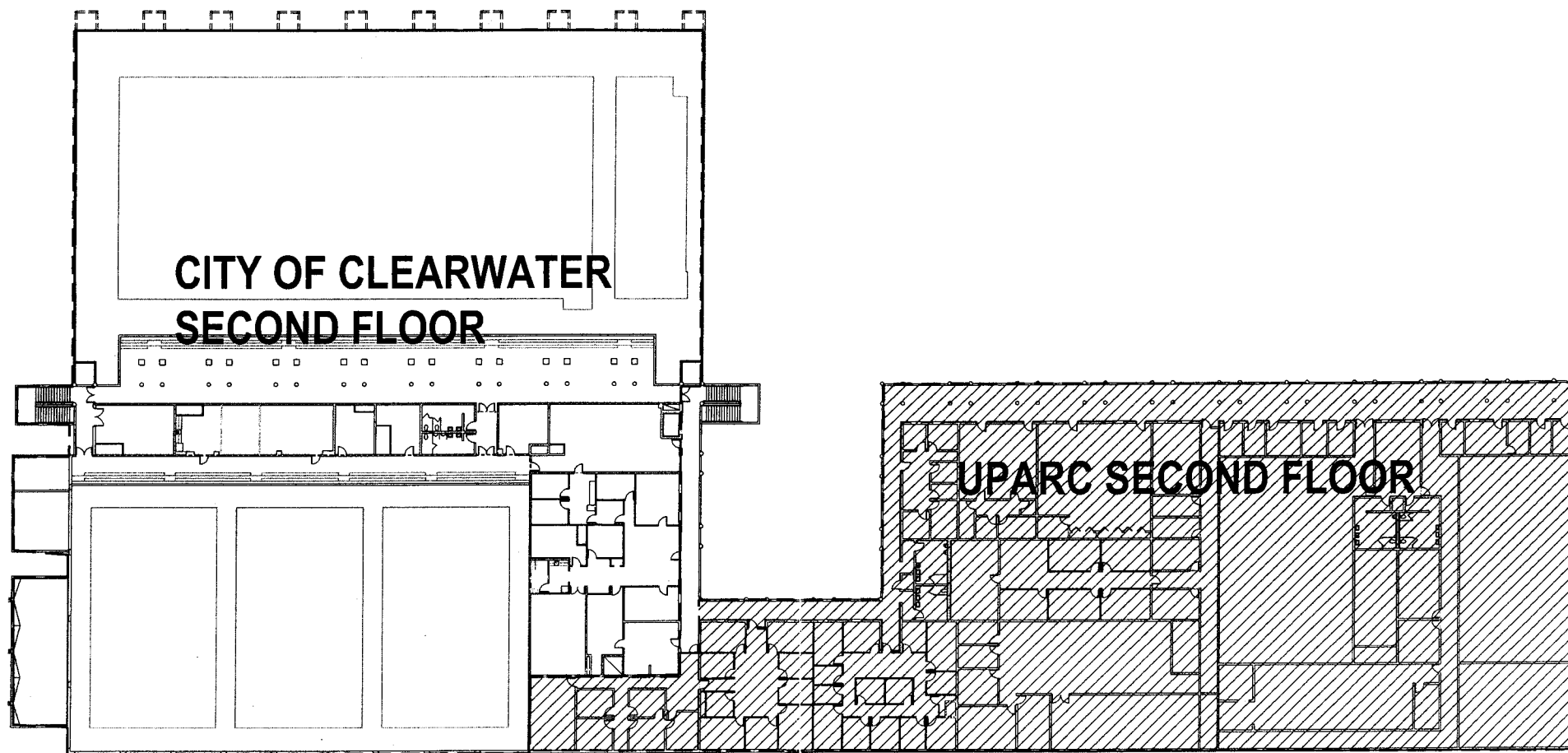
Legal Description

A tract of land lying within the Northwest 1/4 of Section 7, Township 29 South, Range 16 East, Clearwater, Pinellas County, Florida and being more particularly described as follows:

Commence at the Northwest corner of said Section 7; thence S 89°35'50" E, along the North line of the Northwest 1/4 of said Section 7, for 55.00 feet to the East right-of-way line of Belcher Road; thence S 00°04'51" E, along said East right-of-way line and along a line being 55.00 feet East of and parallel to the West line of the Northwest 1/4 of said Section 7, same also being the bearing basis of this description, for 480.50 feet to the Southwest corner of that property described in O.R. Book 6247 on page 1429 and being the Point of Beginning; thence S 89°35'50" E, along the South line of said property, and along a line 480.48 feet South of and parallel to the North line of said Northwest 1/4, for 390.04 feet to the center of a sanitary manhole; thence continue S 89°35'50" E, along said parallel line, for 272.65 feet to the centerline of a creek; thence southeasterly approximately 850 feet along said centerline, same also being the westerly bounds of that certain property described in O.R. Book 5851, on page 1012, the following nine (9) courses being used for closure purposes; (1) thence S 33°42'24" E, for 10.60 feet; (2) thence S 20°46'23" E, for 139.50 feet; (3) thence S 01°02'42" E, for 100.92 feet; (4) thence S 26°41'04" E, for 42.96 feet; (5) thence N 83°42'51" E, for 33.70 feet; (6) thence S 65°53'11" E, for 50.08 feet; (7) thence S 54°52'27" E, for 146.40 feet; (8) thence S 47°12'36" E, for 199.78 feet; (9) thence S 79°53'47" E, for 93.99 feet; thence, leaving said creek centerline, S 89°36'10" E, for 95.00 feet to the perpendicular intersection with the East line of the Northwest 1/4 of the Northwest 1/4 of said Section 7; thence S 00°23'50" W, along said East line, for 324.98 feet to the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 7; thence N 89°44'07" W along the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 7, for 232.83 feet to a point on the northeasterly right-of-way line of a 60.00 foot Seaboard Coast Line Railroad right-of-way; thence N 72°45'16" W, along said northeasterly line, for 1085.20 feet to the East right-of-way line of Belcher Road; thence N 00°04'51" W along said East line and along a line 55.00 feet East of and parallel to the West line of the Northwest 1/4 of said Section 7, for 539.23 feet to the Point of Beginning, and containing 15.78 acres, more or less.



**LONG CENTER FLOOR PLAN
EXHIBIT B**



LONG CENTER FLOOR PLAN

CITY OF CLEARWATER/ELECTRIC CHARGES

TO: Larry Torbert
Tom Buckley
FROM:
DATE:

MONTHLY ELECTRIC COMPUTATION

Period from/period to

1 "B" Building Meter		136,320	#1	
4 Pool Meter		25,610	#4	
5 Football Lights		1,130	#5	
3 Center Share of Perimeter Lights	3,860	1,365	#3	
			(#3-#5)	2,730
			(#3-#5)/2	1365
Center's Monthly KWH		164,425	#1+#4+#5+(#3-#5/2)=LC	
UPARC'S Monthly KWH	283,130	118,705	M - LC	
TOTAL KWH		283,130		
UPARC'S KWH		118,705		
TOTAL KWH		283,130		
UPARC'S USAGE %		41.93%		
CENTER'S KWH		164,425		
TOTAL KWH		283,130		
CENTER'S USAGE %		58.07%		
Statement Amount		\$19,089.40		
UPARC'S SHARE		\$8,003.42		
CENTER'S SHARE		\$11,085.98		
TOTAL STATEMENT AMOUNT		\$19,089.40		

Make Check Payable to "CITY OF CLEARWATER"

Attention:

P O Box 4748

Clearwater, FL 33758-4748

INVOICE DUE UPON RECEIPT

1

FLORIDA POWER -- METER READINGS

Reading Date: 7/12/2004

#M	Main Meter	This reading:	<table border="1"><tr><td>0</td><td>2</td><td>1</td><td>7</td><td>3</td><td>2</td></tr></table>	0	2	1	7	3	2		
0	2	1	7	3	2						
		Last Month Reading:	<table border="1"><tr><td>0</td><td>2</td><td>0</td><td>5</td><td>0</td><td>1</td></tr></table>	0	2	0	5	0	1		
0	2	0	5	0	1						
			<u>1 2 3 1</u>	x 230	<u>2 8 3 1 3 0</u> KWH						
#1	B Meter (#1 Meter)	This reading:	<table border="1"><tr><td>0</td><td>0</td><td>4</td><td>3</td><td>3</td><td>1</td></tr></table>	0	0	4	3	3	1		
0	0	4	3	3	1						
		Last Month Reading:	<table border="1"><tr><td>0</td><td>0</td><td>3</td><td>7</td><td>6</td><td>3</td></tr></table>	0	0	3	7	6	3		
0	0	3	7	6	3						
			<u>5 6 8</u>	x 240	<u>1 3 6 3 2 0</u> KWH						
#2	Kitchen Meter (#2 Meter)	This reading:	<table border="1"><tr><td></td><td>3</td><td>4</td><td>8</td><td>9</td><td>1</td></tr></table>		3	4	8	9	1		
	3	4	8	9	1						
		Last Month Reading:	<table border="1"><tr><td>0</td><td>3</td><td>4</td><td>8</td><td>9</td><td>1</td></tr></table>	0	3	4	8	9	1		
0	3	4	8	9	1						
				x 240	<u>3 2 0</u> KWH average						
#3	BS Meter Site/Sports)	This reading:	<table border="1"><tr><td></td><td>7</td><td>5</td><td>7</td><td>9</td><td>1</td></tr></table>		7	5	7	9	1		
	7	5	7	9	1						
		Last Month Reading:	<table border="1"><tr><td>0</td><td>7</td><td>5</td><td>4</td><td>0</td><td>5</td></tr></table>	0	7	5	4	0	5		
0	7	5	4	0	5						
			<u>3 8 6</u>	10	<u>3 8 6 0</u> KWH						
#4	BP Meter (pool)	This reading:	<table border="1"><tr><td>1</td><td>6</td><td>8</td><td>4</td><td>1</td><td>1</td></tr></table>	1	6	8	4	1	1		
1	6	8	4	1	1						
		Last Month Reading:	<table border="1"><tr><td>1</td><td>6</td><td>5</td><td>8</td><td>5</td><td>0</td></tr></table>	1	6	5	8	5	0		
1	6	5	8	5	0						
			<u>2 5 6 1</u>	10	<u>2 5 6 1 0</u> KWH						
#5	FL Meter (Football Lights)	This reading:	<table border="1"><tr><td></td><td>2</td><td>2</td><td>8</td><td>2</td><td>6</td></tr></table>		2	2	8	2	6		
	2	2	8	2	6						
		Last Month Reading:	<table border="1"><tr><td>0</td><td>2</td><td>2</td><td>7</td><td>1</td><td>3</td></tr></table>	0	2	2	7	1	3		
0	2	2	7	1	3						
			<u>1 1 3</u>	10	<u>1 1 3 0</u> KWH						

FIRST AMENDMENT TO AGREEMENT

THIS Amendment to that certain Agreement ("Agreement") dated October 18, 2004, is hereby made and entered into on August 27, 2008, 2008; between the CITY OF CLEARWATER, FLORIDA, a municipal corporation of the State of Florida, ("City") and THE UPPER PINELLAS ASSOCIATION FOR RETARDED CITIZENS, INC., a Florida non-profit corporation, ("Agency").

WHEREAS, City and Agency agree to amend the Agreement between the two parties to decrease the area to be occupied and used by Agency; and,

WHEREAS, the Agency's responsibility for certain costs related to its use and occupation shall be correspondingly decreased on a pro-rata basis.

NOW THEREFORE, the Agreement is hereby amended as follows:

1. The City and Agency agree that certain areas of the building will be returned to the City for the City's use in conjunction with the Center as reflected in Amended Exhibit "B", attached hereto and incorporated herein. Amended Exhibit "B" shall supersede Exhibit "B" in all respects and shall be binding on the parties.

2. Article II, Paragraph 5(a)(2) is amended to provide that the Agency pay 40% of the following enumerated costs and shall read: For the following items that are shared with the City, the Agency will be billed monthly to pay 40% of the bill, payable by the 20th of the month.

- Water - domestic (excludes pool water)
- Sewer
- Storm Water
- Gas (for hot water heater boiler)
- Utility Tax
- Fire Alarm Maintenance
- Electricity (excludes the aquatic facility, athletic field lights, playground lights and concession area meters)

3. Article II, Paragraph 5(c) is amended to provide that Agency no longer be responsible for air conditioner and roof capital maintenance and shall read as follows: The Agency will provide replacement maintenance for all major capital components of the building including painting, plumbing and electrical for all areas described in Exhibit "B".

4. Article III, Paragraph 2(f) is added to provide that the City shall be responsible for air conditioner and capital maintenance and shall read as follows: The City shall provide for replacement maintenance for all major capital components of the roof and HVAC system for all areas of the Center, including the area as described in Amended Exhibit "B".

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

Countersigned:

CITY OF CLEARWATER, FLORIDA

Frank V. Hibbard
Frank V. Hibbard
Mayor

By: William B. Horne II
William B. Horne, II
City Manager

Approved as to form:

Laura Lipowski
Laura Lipowski
Assistant City Attorney

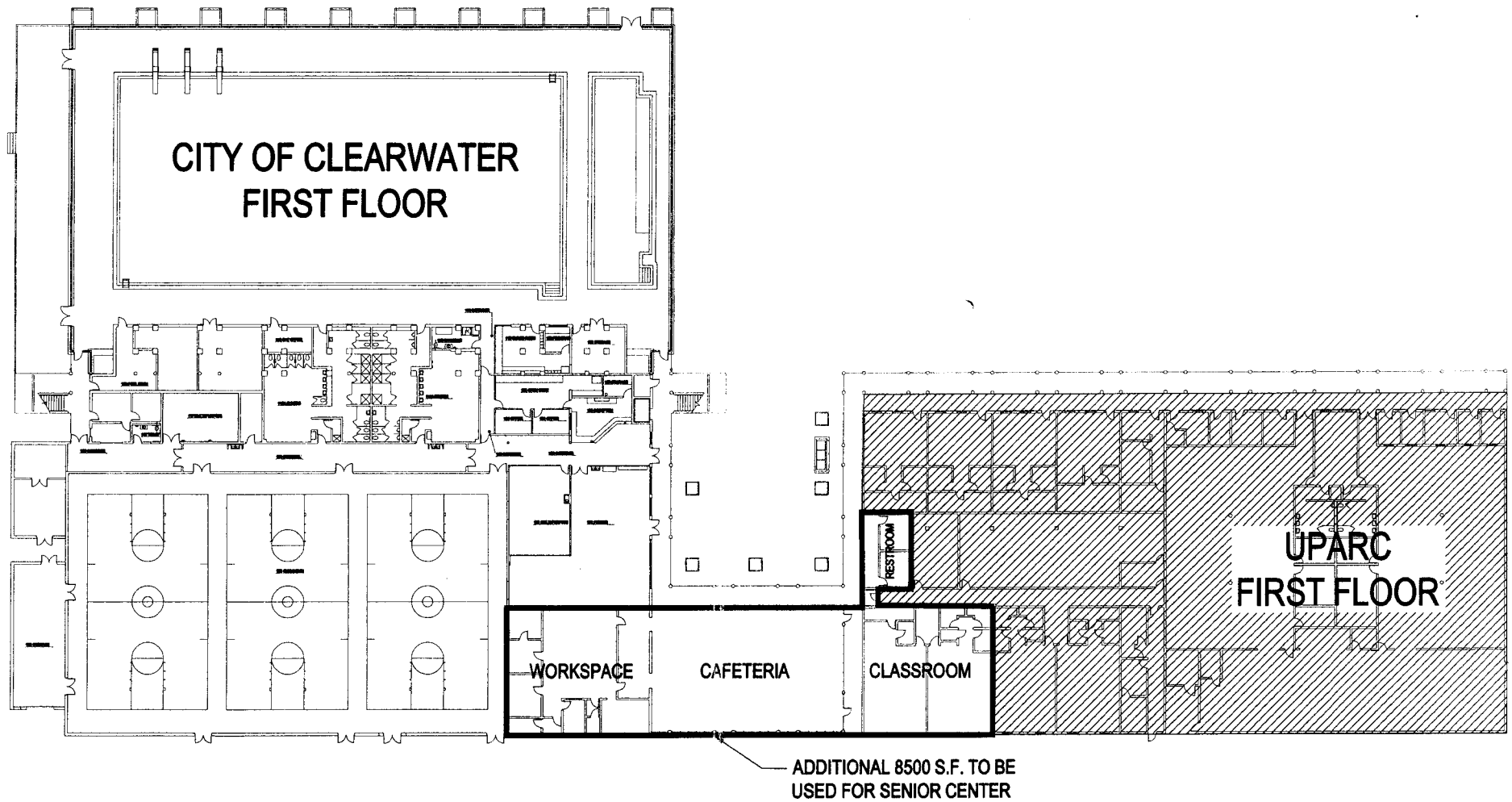
Attest:

Mary E. Goudeau, Deputy Clerk
for Cynthia E. Goudeau
City Clerk

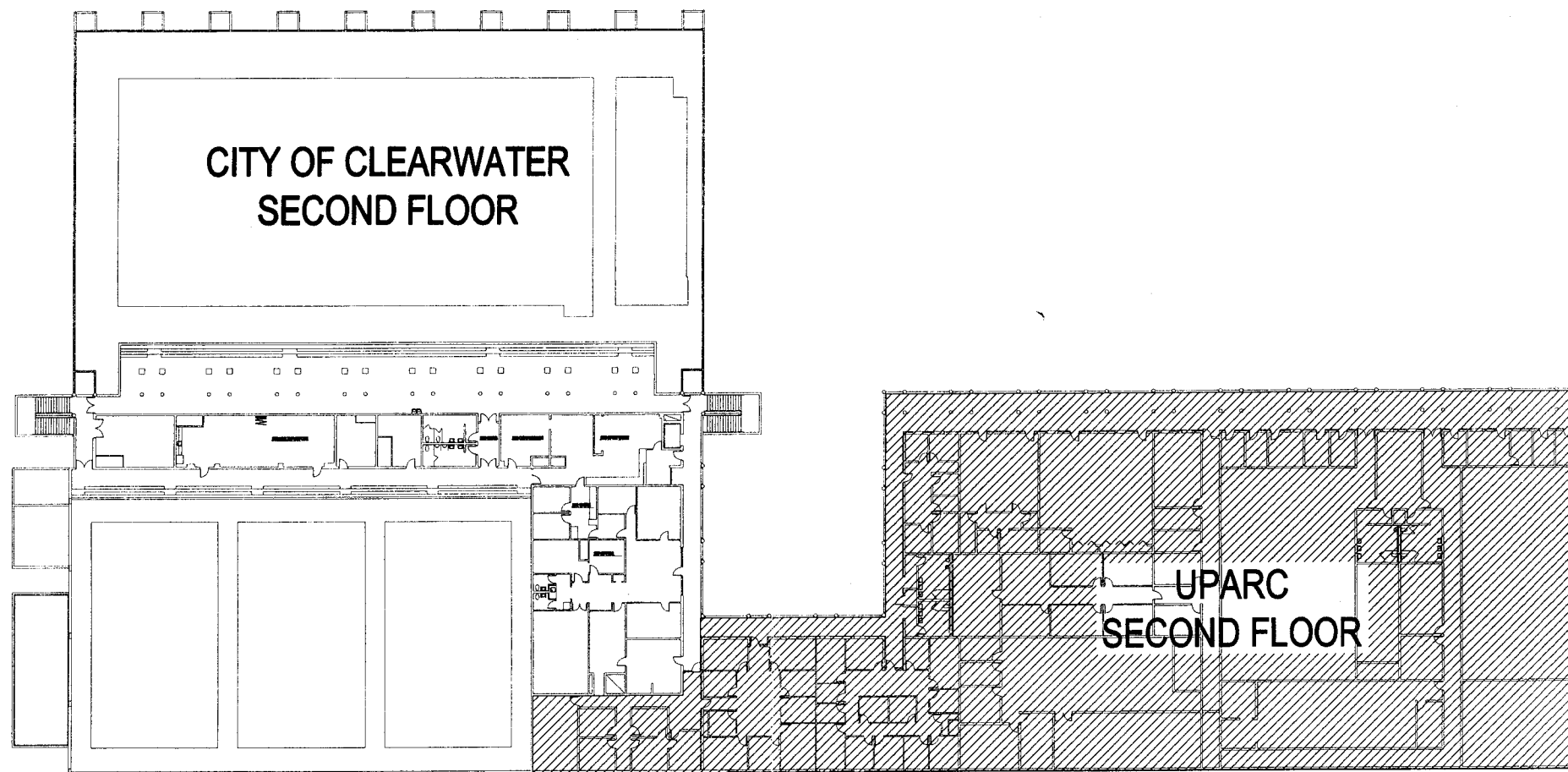
THE UPPER PINELLAS ASSOCIATION
FOR RETARDED CITIZENS, INC.

By: Thomas J. Buckley
Printed Name: Thomas J. Buckley
Thomas J. Buckley, Esq.
Executive Director
Upper Pinellas Association of Retarded Citizens





**LONG CENTER FLOOR PLAN
EXHIBIT B**



LONG CENTER FLOOR PLAN
EXHIBIT B