

FIRST AMENDMENT TO THE FACILITIES MANAGEMENT AGREEMENT

THIS FIRST AMENDMENT TO THE FACILITIES MANAGEMENT AGREEMENT (the “Amendment”), is entered into this ____ day of January, 2026 (the “Effective Date”), by and between the City of Pinellas Park, a municipal corporation (the “Owner”), and Sports Facilities Management, LLC, a Florida limited liability company (the “Manager”) (collectively, the “Parties”).

WHEREAS, the Owner and Manager previously entered into a Facilities Management Agreement (the “Agreement”) related to the management of the Facility, as defined therein, dated August 24, 2023, which is incorporated by reference and made a part herein; and

WHEREAS, the Agreement did not specifically contemplate the sale or service of alcoholic beverages, as well as the licensing and insurance related to same; and

WHEREAS, the Parties desire to include the sale and service of alcoholic beverages into the Agreement as part of food and beverage sales, and desire to set forth the rights and responsibilities of the Parties as a condition thereof.

NOW, THEREFORE, in consideration of the covenants and agreements provided within the Agreement, as amended, and other valuable consideration, the Owner and Manager agree as follows:

1. The above recitals are incorporated into this First Amendment as if set forth fully herein.
2. All amendments, unless otherwise provided for, are indicated by ~~striketrough~~ for omissions and deletions and underlined for additions.
3. The definitions of “Operating Expenses” and “Revenue” in Section 1.1. Definitions., shall be amended as follows:

Operating Expenses: All expenses incurred by Manager in connection with its operation, promotion, maintenance and management of the Facilities. including but not limited to the following:

(i) employee payroll, bonuses (as approved in advance by Owner) and benefits (including payments to any national benefit system, relocation costs of Management-Level Employees (only if specifically approved in advance by Owner), termination costs (including severance costs and payments in lieu of termination), and related costs, (ii) cost of operating supplies. including general office supplies, (iii) advertising, marketing, group sales, and public relations costs, (iv) cleaning expenses, (v) data processing costs, (vi) alcohol licensing fees, dues, subscriptions and membership costs if not otherwise paid by Owner, (vii) the Fixed Management Fee, (viii) printing and stationary costs, (ix) postage and freight costs, (x) equipment rental costs, (xi) minor repairs, maintenance, and equipment servicing, not including expenses relating to performing capital

improvements or repairs, (xii) security expenses, (xiii) telephone and communication charges, (xiv) travel and entertainment expenses of Manager employees, (xv) cost of employee uniforms and identification, (xvi) exterminator and trash removal costs, if applicable (xvii) computer, software, hardware and training costs, (xviii) parking expenses, (xix) utility expenses, (xx) office expenses, (xxi) audit and accounting fees, (xxii) legal fees, (xx iii) all bond and insurance costs, including but not limited to personal property, general liability, professional liability and worker's compensation insurance, (xxiv) commissions and all other fees payable to third parties (e.g. commissions relating to food, beverage and merchandise concessions services and commercial rights sales), (xxv) cost of complying with any Laws, (xxvi) costs incurred by Manager to settle or defend any claims asserted against Manager arising out of its operations at the Facilities on behalf of Owner, (xxvii) loss, costs, damage, liability and any other obligations arising under or incurred under Service Contracts and other agreements relating to Facility operations, and (xxviii) Taxes. The term " Operating Expenses" does not include debt service on the Facility, Capital Expenditures or any Incentive Fees (as described in Exhibit B) (all of which shall be the responsibility of the Owner).

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Revenue: All revenue generated by Manager's operation of the Facility, including but not limited to event ticket proceeds income, rental and licensee fee income, merchandise income, gross food and beverage income (which includes income from the sale and service of alcoholic beverages), gross income (less any commission or bonus paid) from any sale of Commercial Rights, gross service income, equipment rental fees, box office income, and miscellaneous operating income, but shall not include event ticket proceeds held by Manager in trust for a third party and paid to such third party.

4. Section 6.1, shall be amended as follows:

6.1 **Generally.** All Facility staff and other personnel shall be engaged or hired by Manager in its sole discretion, except that Owner shall preapprove the employment of Management-Level Employees (as defined in Section 1.1 herein), and shall be employees, agents or independent contractors of Manager, and not of the Owner. Manager shall select employees, in its sole discretion but subject to Owner's right to approve the Operating Budget. The Operating Budget shall define the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment (including without limitation termination thereof) relating to such employees. Manager agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. Owner specifically agrees that Manager shall be entitled to pay its employees, as an Operating Expense, bonuses and benefits in accordance with Manager's then current employee manual, which may be modified by Manager from time to time in its sole discretion. Manager will perform pre-employment criminal

background checks on all employees offered employment at the Facility, as well as periodic criminal background checks on those employees responsible for the sale and service of alcohol.

5. Section 9.2, shall be amended as follows:

9.2 **Execution of Contracts.** Manager shall have the right to enter into Service Contracts, Revenue Generating Contracts and other contracts related to the operation of the Facility, in its own name as agent on behalf of the Owner and the Facility. Notwithstanding, Owner will seek and secure ~~any~~ all licenses ~~or~~ and permits necessary to sell alcohol at the Facility. Any such material agreements shall contain standard indemnification, defense, and insurance obligations on the part of each vendor, licensee or service provider, as is customary for the type of services or obligations being provided or performed by such parties, and shall name the Owner as an additional insured on all policies of insurance required therewith.

6. Section 11.2 “Manager’s Policies” is amended to add a subsection (d) as follows:

(d) Liquor Liability. If liquor (including beer or wine) is served or sold at the Facility during the Term of this Agreement or any extension, Manager shall maintain liquor liability coverage with limits of liability of not less than \$5,000,000 per occurrence. Owner shall be listed as an additional insured for bodily injury and property damage arising from the acts or omissions of Manager or its employees, representatives, agents, or subcontractors in the performance of this Agreement.

7. Section 13.8, “Notices”, shall be amended to replace notification to former City Attorney, Rubenstein, with the current City Attorney as follows:

Erica F. Augello
City Attorney
Trask Daigneault, LLP
1001 S. Fort Harrison Ave., Ste. 201
Clearwater, FL 33756
Erica@cityattorneys.legal

8. Exhibit A to the Agreement, titled “Management Services” shall be amended by adding Paragraph 6, as follows:

6. **Alcoholic Beverage Operations.**

(a) Alcoholic Beverage Sales. Manager will manage the service and sale of any alcohol beverages at the Facility in accordance with applicable law and at the standard of service comparable to the prevailing standard of service provided at Comparable Facilities in Florida. Such management services will include, without limitation, serving beverages, both alcoholic and non-alcoholic, to customers in accordance with Chapters 561-569, Florida Statutes, all regulations of the Florida Division of Alcoholic Beverages and Tobacco (the “DABT”), and all other applicable federal, state, and local regulations; maintaining all records and financial information required by the DABT, and submitting same to the Owner, as license holder, pursuant to its requests;

negotiating and executing service contracts required in the ordinary course of business; advising and consulting with the Owner's personnel regarding operational matters; and generally providing day-to-day supervision and direction for the sale and service of alcohol. Alcoholic beverages may be offered to the public only during hours in which food offerings also are available.

(b) Personnel. Manager will designate a manager and such other employees necessary to perform alcoholic beverage services. All persons involved in the sale and service of alcoholic beverages shall meet the age requirements as provided by Florida law and must perform identification checks prior to selling alcohol to anyone appearing under 30 years of age. While not required, it is preferred that all employees designated to sell or serve alcohol undergo Responsible Vendor Training pursuant to the Florida Responsible Vendor Act. Manager and its employees shall not sell alcohol to minors or intoxicated persons.

(c) Cash Receipts. Manager will collect and be accountable for all cash receipts from the alcoholic beverage operation separate and apart from other food and beverage operations. Manager is responsible for any losses that occur between collection of the cash and deposit of the cash into the Operating Account. Cash receipts shall be supported by sales reports from the point of sale system to include register tapes, which shall be date stamped and signed by Manager's staff. Manager shall tally the receipts for each Event, and Manager shall provide such detailed reporting in a monthly report to Owner. An inventory report of each bar will be conducted at initial set-up for an Event and at the conclusion of the Event. The report shall be submitted to Owner on a monthly basis.

(d) Reservation of Powers. The paragraphs above regarding the sale or consumption of alcohol are subject to the Owner's right to regulate or prohibit same.

IN WITNESS WHEREOF, the parties have caused this First Amendment to the Facilities Management Agreement between the Owner and the Manager to be executed as of the Effective Date.

MANAGER

Sports Facilities Management, LLC,
a Florida limited liability company

By: _____
Jason Clement

Title

OWNER

City of Pinellas Park
Pinellas County, Florida

By: _____
Sandra L. Bradbury, Mayor

ATTEST:

ATTEST:

By: _____

Printed Name

By: _____
Jennifer R. Carfagno, City Clerk, MMC

Approved as to form and correctness:

Erica F. Augello, City Attorney
City of Pinellas Park

City Council Approved