

PASCO COUNTY PARKS AND RECREATION DEPARTMENT

CO-SPONSORED YOUTH SPORTS ORGANIZATIONS PARK SITE AGREEMENT

THIS AGREEMENT is entered into between SHADY HILLS RAIDERS, INCORPORATED (hereinafter referred to as the ORGANIZATION), whose registered business address is 15480 Greenglen Lane, Spring Hill, Florida 34610, and PASCO COUNTY (hereinafter referred to as the COUNTY), a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 37918 Meridian Avenue, Dade City, Florida 33525.

WHEREAS, the ORGANIZATION is a not-for-profit 501(c)(3) organization which desires to use COUNTY parklands and fields for youth sports programs and related activities; and

WHEREAS, the COUNTY recognizes the benefit the ORGANIZATION can provide to the citizens of the COUNTY by way of youth sports programs and related activities; and

WHEREAS, the COUNTY and the ORGANIZATION desire to enter into an agreement stating the terms, covenants, and conditions of the ORGANIZATION utilizing COUNTY parklands and fields for youth sports programs and related activities.

WITNESSETH:

1. The ORGANIZATION is permitted the use of the COUNTY PARKS AND RECREATION DEPARTMENT (hereafter referred to as the DEPARTMENT) PARK SITE, known as SHADY HILLS PARK, at the address of 15840 Greenglen Lane, Spring Hill, Florida 34610 (hereinafter referred to as the PARK SITE), in accordance with the terms and conditions herein.
2. The ORGANIZATION shall not utilize the PARK SITE until an approved Park Reservation Form, signed by the Park Site Supervisor, is obtained by the ORGANIZATION. The PARK SITE shall only be used by the ORGANIZATION in accordance with dates and times associated with the approved Park Reservation Form.
3. The ORGANIZATION shall be responsible for payment of any electricity usage by the ORGANIZATION. The COUNTY shall periodically assess the ORGANIZATION for any electric usage, which shall include, but is not limited to, electric consumption for lights or concession stands. The ORGANIZATION shall pay such assessments within sixty (60) days of notice of such assessment. Failure by the ORGANIZATION to strictly comply with this section shall be cause for purposes as outlined in Section/Paragraph No. 22 herein.
4. The ORGANIZATION shall not utilize the PARK SITE until this section is complied with. The ORGANIZATION, at its own expense, shall keep insurance in force during the term of this agreement. All insurance policies shall be issued by responsible companies authorized to do business under the laws of the State of Florida. Such insurance companies shall have an "A" policyholders' rating, have a financial rating of at least Class VIII in accordance with the most current Best's Key Rating Guide, and shall be satisfactory to the COUNTY. Policies of insurance required by this agreement shall be primary insurance with respect to the COUNTY, its officials, agents, and employees. Any insurance or self-insurance maintained by the COUNTY or its officials, agents, or employees shall be in excess of COUNTY'S self-insurance and shall not contribute with it. All policies of insurance required by this agreement, except workers' compensation and Errors and Omissions Liability, shall specifically provide that the COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners and its officials, agents, or employees, shall be "additional insureds" under the policy.

The insurance coverage and limits provided herein are designed to meet the minimum requirements of the COUNTY. Any deductibles or self-insured retentions must be declared and approved by the COUNTY and are the responsibility of the ORGANIZATION. The minimum kinds and limits of coverage to be carried by the ORGANIZATION shall be as follows:

- a. A Certificate of Insurance shall evidence required insurance, including Comprehensive Liability Insurance with a minimum limit of \$ 1,000,000.00 per occurrence, combined single limit to include:
 - (1) Premises – Operations
 - (2) Independent Contractors
 - (3) Products - Completed Operations
 - (4) Broad Form Contractual
 - (5) Personal Injury

The insurance must be approved by COUNTY'S Risk Manager no less than fifteen (15) calendar days prior to the initial use of the PARK SITE. The ORGANIZATION shall provide a minimum 30-day, advanced notice via certified mail, return receipt requested, for any nonpayment of a premium, cancellation, nonrenewal, or adverse change to the policy.

It shall be the responsibility of the ORGANIZATION to ensure that any subcontractors performing services pursuant to this agreement comply with the insurance requirements of this section. The ORGANIZATION shall furnish to the COUNTY Certificate(s) of Insurance in the form required by the COUNTY and, if requested by the COUNTY, the ORGANIZATION shall provide certified copies of all required insurance policies. The Certificate(s) of Insurance shall clearly indicate that the ORGANIZATION has obtained insurance of the type, amount, and classification required for strict compliance with this agreement and that no reduction in coverage or in limits, suspension, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. All Certificate(s) of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail (return receipt requested) has been given to the COUNTY at the correspondence address herein. In the event any insurance coverage expires prior to any suspension, cancellation, termination, or expiration of this agreement, a renewal certificate shall be issued thirty (30) days prior to such event. Compliance with the foregoing requirements shall not relieve the ORGANIZATION of any liability and/or other obligations pursuant to this agreement. Neither approval by the COUNTY, nor a failure to disapprove insurance certificates or policies furnished by the ORGANIZATION, shall release the ORGANIZATION from full responsibility of all liability or obligations under this agreement.

- 5. The ORGANIZATION agrees to indemnify, defend, and hold harmless the COUNTY and all of its agents and employees from any claim, loss, damage, cost, charge, or expense, including attorney's fees and costs, arising from or in connection with (1) any work or thing whatsoever done, or any condition created in or about the COUNTY'S parks or property during the term of this agreement; (2) any act, omission, negligence, or intentional tort of the ORGANIZATION or any of the ORGANIZATION'S licensees or the partners, directors, officers, agents, employees, invitees, or

contractors of the ORGANIZATION; (3) any accident, injury, or damage whatsoever occurring in or at the COUNTY'S parks and property; or (4) any contractual liability. The ORGANIZATION hereby expressly indemnifies the COUNTY for the consequences of any negligent act or omission of the COUNTY, its agents, servants, and employees, except that the ORGANIZATION will not be liable under this provision for damages arising out of the injury or damage to persons or property directly caused or resulting from the sole negligence of the COUNTY or any of its agents, servants, or employees.

The ORGANIZATION'S obligation to defend and indemnify shall not be excused because of the ORGANIZATION'S inability to evaluate liability or because the ORGANIZATION evaluates liability and determines the ORGANIZATION is not liable or determines the COUNTY is solely negligent. Only a final adjudication or judgment finding the COUNTY solely negligent shall excuse performance of this provision by the ORGANIZATION. If a judgment finding the COUNTY solely negligent is appealed and the finding of sole negligence is reversed, the ORGANIZATION will be obligated to indemnify the COUNTY for the cost of the appeal(s). The ORGANIZATION shall pay all costs and fees related to this obligation and its enforcement by the COUNTY.

This provision shall also pertain to any claims brought against the COUNTY by any employee of the ORGANIZATION, contractor, subcontractor, or anyone directly or indirectly employed by any of them.

The ORGANIZATION'S obligations under this section shall not be limited in any way by the ORGANIZATION'S limit of or lack of sufficient insurance protection.

This section shall survive any termination or expiration of this agreement.

6. The ORGANIZATION shall not utilize the PARK SITE until this section is complied with. The ORGANIZATION shall maintain legal status as a State or Federal Internal Revenue Service approved 501(c)(3) organization. Such status shall be maintained during the term of this agreement and proof of this status shall be submitted to the COUNTY. If 501(c)(3) status is rescinded, suspended, canceled, or otherwise changed, the ORGANIZATION shall notify the COUNTY within thirty (30) days. Failure by the ORGANIZATION to maintain such status shall be cause for purposes of Section/Paragraph No. 22.
7. This agreement in no way authorizes or vests any right in the ORGANIZATION to make any alteration to the PARK SITE or other COUNTY property, or to construct any facility or structure including, but not limited to, scoreboards, concession stands for selling, preparing or distributing food or beverages, or other products, storage rooms, grand stands, trenches, mounds, landscaping, or field alterations. The ORGANIZATION shall obtain prior written permission from the Park Site Supervisor for any such alteration or construction. The ORGANIZATION shall comply with all Federal, State, and local laws, rules, and regulations, and shall obtain any permits required for any alteration or construction of any facilities or structures. The COUNTY is not responsible for any costs for such alterations, structures, or facilities.
8. The ORGANIZATION agrees that title and ownership of any facility, structure, or alteration the ORGANIZATION constructs or causes to be constructed on the PARK SITE or other COUNTY property pursuant to this agreement shall pass to the COUNTY upon any termination or expiration of this agreement, and such facility, structure, or alteration shall not be removed, demolished, or otherwise altered, once constructed, without prior written permission from the Park Site Supervisor.

9. The ORGANIZATION shall be responsible during the term of this agreement for keeping any alterations, facilities, or structures constructed, maintained, or occupied by the ORGANIZATION free from any vandalism, in good repair, and compliant with all applicable laws and rules, and in a neat, orderly, and presentable appearance free from any hazards or defects. The ORGANIZATION shall supply the COUNTY with keys and unlimited access to all such facilities, structures, or alterations.
10. The ORGANIZATION is not authorized in any way and shall not lease or otherwise assign, convey, or transfer any interest in any COUNTY-owned equipment, facilities, or structures without prior, written Park Site Supervisor approval.
11. The ORGANIZATION agrees it has a copy of and will abide by the DEPARTMENT'S Park Site Use Policies and shall not permit any activity inconsistent with the DEPARTMENT'S policies, as may be amended.
12. An ORGANIZATION-designated representative, as indicated on the approved Park Reservation Form, shall be present at all the ORGANIZATION'S activities at the PARK SITE. The ORGANIZATION is responsible for the PARK SITE'S condition and safety prior to use.
13. The ORGANIZATION shall not charge or permit any individual or entity to charge any admission fee to any of the ORGANIZATION'S events. This section shall not operate to prohibit the ORGANIZATION from asking for donations to any of the ORGANIZATION'S events.
14. The COUNTY is not responsible for providing any staff or equipment for the ORGANIZATION'S activities and is not responsible for the condition of the PARK SITE during or created by the ORGANIZATION'S activities.
15. The Park Site Supervisor may close a facility or field(s) or suspend usage of the PARK SITE for maintenance or other reasons.
16. This agreement represents the entire agreement, supersedes and nullifies any and all prior agreements, negotiations, or understandings, written or oral, relating to the matters set forth herein.
17. No assignment, delegation, transfer, or novation of this agreement, or part hereof, shall be made unless approved in writing and signed by all parties hereto.
18. All parties agree that if any part, term, or provision is held to be illegal, unenforceable, or in conflict with any applicable Federal, State, or local law, regulation, or code, such part shall be severable with the remainder of this agreement remaining valid and enforceable.
19. No modification, addenda, or amendments of any kind may be made to this agreement, unless in writing and signed by all parties hereto.
20. Nothing in this agreement shall be construed in any way to waive the sovereign immunity of the COUNTY as provided by law.
21. This agreement shall be governed by the laws of the State of Florida and venue shall be in the Sixth Judicial Circuit of Florida in and for Pasco County, Florida.
22. Either party may terminate this agreement without cause within sixty (60) days notice. Either party may terminate this agreement with cause immediately. Cause shall include, but not be limited to, any

material breach of the covenant and terms herein or as otherwise indicated herein. Notice of termination shall be sent via certified mail, return receipt requested, to the respective correspondence addresses listed below. The COUNTY designates the Pasco County Parks and Recreation Director with authority to terminate this agreement. Such termination may be modified or altered or overruled at any time by the COUNTY.

23. This agreement shall be effective for one (1) year from the date the last party hereto signs. This agreement shall automatically renew thereafter for a one (1) year period for four (4) renewals.

24. **CORRESPONDENCE:** All correspondence, unless otherwise stated herein, shall be sent via U.S. mail and any party shall be on notice the day such correspondence is postmarked. Any and all correspondence regarding this agreement shall be sent to the addresses listed below.

ORGANIZATION:
Shady Hills Raiders, Incorporated
Post Office Box 11370
Spring Hill, FL 34610

DEPARTMENT:
Pasco County Parks and Recreation Department
4111 Land O' Lakes Boulevard, Suite 202
Land O' Lakes, FL 34639-4402

IN WITNESS WHEREOF; the parties have executed this agreement this _____ day of _____,

(SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
PASCO COUNTY, FLORIDA

PAULA S. O'NEIL, CLERK AND COMPTROLLER

JACK MARIANO, CHAIRMAN

SHADY HILLS RAIDERS, INCORPORATED

BY: Anne Lenney
ANNE LENNEY

ITS: DIRECTOR

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 20th day of August, 2009,
by Anne Lenney
who is personally known to me or who has produced _____
as identification.

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA
Anita Baker
Commission #DD492982
Expires: NOV. 21, 2009
BONDED THRU ATLANTIC BONDING CO., INC.

Anita Baker
Notary Signature
My Commission Expires: 11-21-09