

ST. PETERSBURG ASTRONOMY CLUB, INC./FRIENDS OF THE PARK

AGREEMENT

THIS AGREEMENT, by and between Pasco County, a Political Subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body hereof, hereinafter referred to as the COUNTY, and the St. Petersburg Astronomy Club, Inc., a State-recognized, nonprofit organization, acting as Friends of the Park, hereinafter referred to as the FRIENDS.

W I T N E S S E T H:

WHEREAS, the FRIENDS wish to support and promote various events and programs offered by the Pasco County Parks and Recreation Department, hereinafter referred to as the DEPARTMENT; and,

WHEREAS, the COUNTY recognizes, respects, and wishes to assist the FRIENDS in promoting programs and projects which enhance educational recreational opportunities for the citizens of Pasco County; and,

WHEREAS, the COUNTY recognizes the ability of the FRIENDS to aid in conducting programs by providing personnel and other resources in the parks; and,

WHEREAS, the COUNTY gratefully accepts the assistance now offered by the FRIENDS in providing and enhancing programs in COUNTY parks.

NOW, THEREFORE, in consideration of the promises and covenants contained herein and for other valuable considerations, the receipt and adequacy of which is hereby acknowledged, the FRIENDS and the COUNTY agree to the following:

1. **WHEREAS CLAUSES:** The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this agreement.

2. **GUIDELINES, ORDINANCES, AND RULES:** The FRIENDS acknowledge that they are in receipt of the DEPARTMENT'S Guidelines for Volunteer Organizations, Policies and Procedures Manual for Volunteers and Organizations, and applicable Ordinances, Rules, and Regulations which are attached hereto and incorporated herein by reference, and agree to conduct all activities on the COUNTY'S property in compliance with same.

3. **COLLECTED MONEY:** All money, funds, or otherwise collected by the FRIENDS for events that are sponsored/cosponsored by the COUNTY and the DEPARTMENT shall be documented in detail and made available for review upon request by the COUNTY or the DEPARTMENT.

A portion or percentage of the money, funds, or otherwise collected by the FRIENDS, in an amount to be determined in writing by the COUNTY, DEPARTMENT, and FRIENDS for each individual event, may be expended for activities within the COUNTY which are sponsored or cosponsored by the DEPARTMENT and performed under the guidance of the DEPARTMENT. The COUNTY, DEPARTMENT, and FRIENDS may mutually agree in writing upon donated equipment, supplies, or services in lieu of money or funds.

4. **INSURANCE:** The FRIENDS shall procure and maintain insurance as provided herein for the duration of any and all pre-event, event, and post-event activities on the COUNTY'S property. The cost of the said

insurance shall be borne by the FRIENDS. The FRIENDS shall not enter or perform any work in COUNTY parks or property until it has obtained all insurance required herein and such insurance has been approved by the COUNTY as provided herein.

The FRIENDS shall furnish certificate(s) of insurance on the form required by the COUNTY (Attention: Pasco County Risk Manager, West Pasco Government Center, 7530 Little Road, Suite 330, New Port Richey, Florida 34654). The certificate(s) shall clearly indicate that the FRIENDS have 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 as provided below. The certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. The COUNTY reserves the right to require complete, certified copies of all required policies at any time. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or 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 to the attention of the Pasco County Risk Manager. In the event the insurance coverages expire prior to the termination or end of this agreement, a renewal certificate shall be issued thirty (30) days prior to the said expiration date. Compliance with the foregoing requirements shall not relieve the FRIENDS of the liability and obligations under this agreement. Neither approval by the COUNTY nor a failure to disapprove insurance certificates or policies furnished by the FRIENDS shall release the FRIENDS of full responsibility for all liability or its obligations under this agreement.

All insurance policies shall be issued by responsible companies authorized to do business under the laws of the State of Florida, 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. All policies of insurance required by this agreement shall be primary insurance as respects the COUNTY, its officials, agents, and employees. Any insurance or self-insurance maintained by the COUNTY, its officials, agents, or employees shall be in excess of the FRIENDS' insurance and shall not contribute with it. All policies of insurance required by this agreement, except Workers' Compensation, shall specifically provide that the COUNTY shall be an "additional insured" under the policy and shall contain a Severability of Interests provision. All insurance policies required herein shall apply to all operations, activities, or use by the FRIENDS or by anyone employed by or contracting with the FRIENDS. The insurance coverages and limits provided herein are designated to meet the minimum requirements of the COUNTY. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY and are the responsibility of the FRIENDS. The minimum kinds and limits of coverage to be carried by the FRIENDS shall be as follows:

a. Workers' Compensation and Employer's Liability:

If the FRIENDS fall under the State of Florida Workers' Compensation Law, the FRIENDS shall provide coverage for all employees. The coverage shall be for the statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit of \$100,000 each

accident. The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, agents, and employees for losses arising from the leased premises.

b. Comprehensive General Liability:

Shall include premises and/or operations, broad form property damage, independent contractors, product liability and contractual liability, and shall be written on an "occurrence basis."

Bodily Injury and Personal Injury, Including Death	-	\$1,000,000 each person
	-	\$2,000,000 aggregate
Property Damage	-	\$1,000,000 each occurrence
	-	\$2,000,000 aggregate

In addition, the FRIENDS shall require that third parties and entities including, but not limited to, food, merchandise and games, concessionaires, and/or vendors providing goods and services for remuneration, and which are not affiliated with the FRIENDS, shall procure and maintain insurance that shall specifically provide that the FRIENDS shall be an "additional insured" and that the insurance shall be consistent with the minimum kinds and limits of coverage as set forth above.

5. INDEMNIFICATION: The FRIENDS shall 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, or negligence of the FRIENDS or any of the FRIENDS' licensees or the partners, directors, officers, agents, employees, invitees, or contractors of the FRIENDS or of the FRIENDS' licensees; and (3) any accident, injury, or damage whatsoever occurring in or at the COUNTY'S parks and property. The FRIENDS 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 FRIENDS 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 FRIENDS' obligation to defend and indemnify shall not be excused because of the FRIENDS' inability to evaluate liability or because the FRIENDS evaluates liability and determines the FRIENDS 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 FRIENDS. If a judgment finding the COUNTY solely negligent is appealed and the finding of sole negligence is reversed, the FRIENDS will be obligated to indemnify the COUNTY for the cost of the appeal(s). The FRIENDS 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 FRIENDS, contractor, subcontractor, or anyone directly or indirectly employed by any of them.

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

6. DENIAL AND LIMITATION OF SCHEDULED ACTIVITIES: The COUNTY specifically reserves the right to deny, terminate, limit, or curtail any scheduled activity or event approved by the COUNTY for any lawful reason.

7. NONASSIGNMENT: Neither the COUNTY nor the FRIENDS shall assign, transfer, or set over this agreement with any right, title, or interest herein to any person, firm, corporation, or other entity.

8. DURATION: The duration of this agreement shall be one (1) year from the date of its execution by the COUNTY, and shall be automatically renewed thereafter for one (1) year terms unless terminated as provided in Paragraph 9 below.

9. TERMINATION: This agreement may be terminated by either party upon ninety (90) days written notice to the other party.

10. MODIFICATION: This agreement may only be modified or altered in writing and with the express approval of the parties including the Board of County Commissioners.

11. INTEGRATION: This agreement shall supersede any and all other prior agreements heretofore entered into between the parties and shall be the sole source for rights, obligations, and recourse between the said parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this _____ day of _____, _____.

(SEAL)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

JED PITTMAN, CLERK

TED SCHRADER, CHAIRMAN

WITNESSES:

ST. PETERSBURG ASTRONOMY CLUB, INC.

[Handwritten Signature]

Dennis M. Farr
DENNIS FARR, PRESIDENT