

Palm Harbor Community Services Agency, Inc. (Doc)
Greater Palm Harbor Chamber of Commerce (Doc)
Parks

CC No. 38
B.C.C.
Grant

12-20-88
6:31 P.M.

*Carried
Over*

#33 AGREEMENT TO INSURE AND MAINTAIN NEIGHBORHOOD PARK FACILITY WITH
GREATER PALM HARBOR CHAMBER OF COMMERCE AND PALM HARBOR COMMUNITY
SERVICES AGENCY, INC. TRANSFERRING RESPONSIBILITY FOR MAINTENANCE AND
MANAGEMENT OF STANSELL PARK FROM THE FORMER ENTITY TO THE LATTER -
APPROVED FOR EXECUTION

County Administrator Fred E. Marquis recommended approval of an Agreement to Insure and Maintain Neighborhood Park Facility with the Greater Palm Harbor Chamber of Commerce and the Palm Harbor Community Services Agency, Inc. transferring responsibility for the maintenance and management of Stansell Park from the former entity to the latter.

In his memorandum of November 29, 1988, Mr. Marquis indicated, in part, that Stansell Park had been established as a 4.5-acre neighborhood park through Community Development Block Grant funding in 1981.

Commissioner Greer moved, seconded by Commissioner Rainey and carried, that the agreement be approved for execution.

12/28

B.O. and 2 originals of agreement picked up by Yvonne, Real Estate, for further handling.

B.O. and copy of agreement to Park Dept.

AGREEMENT TO INSURE AND MAINTAIN
NEIGHBORHOOD PARK FACILITY

THIS AGREEMENT is entered into this 20th day of December, 1988 by PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", the Greater Palm Harbor Chamber of Commerce, a nonprofit corporation organized and existing under the laws of Florida, having its principal office at 1126 Florida Avenue, Palm Harbor, Florida, hereinafter referred to as the "CHAMBER", and the Palm Harbor Community Services Agency, Inc., a nonprofit corporation organized and existing under the laws of Florida, hereinafter referred to as the "AGENCY".

WHEREAS, Pinellas County, through its Department of Community Development, finds that a neighborhood park is needed as an element of neighborhood improvement in the Palm Harbor Area; and

WHEREAS, the development of this facility was accomplished with federal financial assistance under the Housing and Community Development Act of 1974, as amended, hereinafter called the "ACT"; and

WHEREAS, it is the COUNTY'S policy not to fund the maintenance and insurance of such neighborhood facilities; and

WHEREAS, it is necessary to provide for maintenance and insurance of the facility by some means; and

WHEREAS, the COUNTY and the CHAMBER have previously entered into an agreement dated June 10, 1986, to insure and maintain the neighborhood park located at the northwest corner of 8th Street and Florida Blvd., Palm Harbor, Florida (the "Chamber Agreement"); and

WHEREAS, The CHAMBER desires to transfer the responsibility for maintenance to the AGENCY, and the AGENCY agrees to accept this responsibility contingent upon approval by the County;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Termination of Chamber Agreement. Upon the effective date of this Agreement, the "Chamber Agreement" is hereby terminated and cancelled, and shall be of no further force and effect.

2. Effective Date. This Agreement shall take effect upon approval and execution by the COUNTY (the "Effective Date").

3. Facility Provided. The COUNTY will provide a neighborhood park located at the northwest corner of 8th Street and Florida Blvd., Palm Harbor, and being described generally as follows:

TOWN OF SUTHERLAND, Blk 90 and Blk 63.
The park contains both wetlands and uplands.

4. Maintenance of the Park. The AGENCY shall be responsible for the following maintenance services:

A. Mowing, trimming and grounds maintenance including areas in right-of-way that are part of the park.

B. Routing and long-term repairs to structures and equipment, including, but not limited, shelters, tables, grills, garbage cans, fence, water faucets, play equipment, signs.

C. Garbage collection and disposal.

D. Payment of water bill.

E. Other routine maintenance procedures.

5. Insurance Provided.

A. The AGENCY agrees to provide Comprehensive General Liability, including, but not limited to, Independent Contractor, Contractual, Premises/Operations and Personal Injury covering liability assumed under indemnification provisions of this Agreement, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000 each occurrence, and property damage of not less than \$100,000 each occurrence. (Combined single limits of not less than \$500,000, each occurrence, will be acceptable). Coverage shall be on an "occurrence" basis.

B. The AGENCY agrees to provide Workers' Compensation and Employers' Liability, where applicable, of not less than \$100,000 or as required by law. The entire cost of this insurance shall be borne by the AGENCY.

C. Certificates of Insurance and certified copies of policies of insurance shall be filed and maintained with the Department of Risk Management during the term of this Agreement. The AGENCY shall notify the COUNTY within twenty-four (24) hours after receipt of any notice of expiration, cancellation, non-renewal or material change in coverage. Companies issuing the insurance policy, or policies, shall have no recourse against the COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the AGENCY. Pinellas County shall be endorsed to the required policy or policies as an additional insured and include a thirty (30) day notice of cancellation or material change provisions. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the COUNTY, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

6. Indemnification. The AGENCY will indemnify, pay the cost of defense, and hold harmless the COUNTY, its officers and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from injuries or damages sustained by any person provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the AGENCY, anyone directly or indirectly employed by it or anyone for whose acts they may be liable. In any and all claims against the COUNTY, or any of its officers, or employees, by an employee of the AGENCY, anyone directly or indirectly employed by, or anyone for whose acts they may be liable, the indemnification obligation shall not be

limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the AGENCY under workers' compensation acts, disability benefit acts or other employee benefit acts.

7. Terms of Agreement. The AGENCY shall be responsible for maintenance services as listed in Section 4 of this Agreement and provide the insurance specified commencing on the Effective Date and continuing until such time as the COUNTY may, if the COUNTY chooses, assume responsibility for the facility's maintenance, unless this Agreement is changed as provided herein.

8. Assignability. The AGENCY shall not assign any interest in this Agreement without the prior written consent of the COUNTY.

9. Cancellation and Change. This Agreement may be cancelled upon the written consent of both parties and may be changed by written addendum upon the consent of both parties.

10. Compliance with Other Federal Regulations. In maintaining and insuring the facility, the AGENCY shall comply with applicable federal laws and regulations, including but not limited to Title VI of the Civil Rights Act of 1964 and Section 109 of the Act. Section 109 of the Act provides that no person in the United States shall on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. Section 109 also provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1973 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any program or activity funded in whole or in part with funds made available under the Act.

11. Titles and Headings. Titles and headings are utilized for convenience of reference only and shall not affect the provisions of this Agreement or interpretation thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement, and Appendices, to be executed on the day and year first above written.

ATTEST:
Clerk of Circuit Court
By: C. L. Short
Deputy Clerk

PINELLAS COUNTY, FLORIDA, by
and through its governing body,
Board of County Commissioners
By: John A. ...
Chairman

Susan M. Sylvester
Witness

GREATER PALM HARBOR CHAMBER
OF COMMERCE
By: James Schauf
President
(Seal)

[Signature]
Witness

PALM HARBOR COMMUNITY SERVICES
AGENCY, INC.
By: Dale Beiser
Chairman
(Seal)

138:GSRCONT

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY
By: Lane ...
Attorney