

STATE OF FLORIDA
COUNTY OF SANTA ROSA

AGREEMENT

THIS AGREEMENT, made and entered into this 26 day of April, 2019, by and between SANTA ROSA COUNTY, a political subdivision of the State of Florida, (hereinafter referred to as "County"), and the NAVARRE YOUTH SPORTS ASSOCIATION, a Florida non-profit corporation (hereinafter referred to as "NYSA").

WITNESSETH:

WHEREAS, the "NYSA" is a Florida Non-Profit Corporation organized to provide social and character development and sports programming for citizens of Santa Rosa County; and

WHEREAS, the County and "NYSA" desire to develop athletic and recreational activities at County owned park areas (hereinafter referred to as "Parks¹"), for the use and benefit of the public; and

WHEREAS, the "NYSA" has made application to the Board of County Commissioners of Santa Rosa County, Florida, to manage and administer the Parks for the purpose of providing a location for members of the "NYSA", as well as other citizens and groups in Santa Rosa County, Florida, to engage in athletic/recreational programs; and

WHEREAS, the Board of County Commissioners is satisfied that such management and administration by "NYSA" would be in Santa Rosa County's best interest; and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, it is mutually agreed and covenanted as follows, to-wit:

¹ As of the date of the execution of this Agreement, the "Parks" include the area shown on Exhibits A-C.

1. “NYSA” Management. County does hereby grant and assign unto the “NYSA” and the “NYSA” does hereby receive and take from County the right to manage and administer the following described real property located in Santa Rosa County, Florida, including structures located thereon, which are more specifically described in **Exhibits “A - C”** attached hereto.

2. Term. The term of this Agreement shall be for a period of five (5) years following commencement on April 1, 2019. This Agreement shall automatically renew for successive one-year terms unless either party shall give notice of its intent not to renew at least ninety days in advance of the end of the then-term.

3. “NYSA” Representatives. The County Administrator shall designate the appropriate staff to represent the County in carrying out the objectives set forth in this Agreement. The “NYSA”, a properly registered not-for-profit corporation in the State of Florida, designates its Board of Directors and/or specifically designates “NYSA” Committees to carry out the objectives set forth in this Agreement.

4. Non-Employee Status. The “NYSA”, nor its board members or members, for purposes of this Agreement, are not employees of the County and are independent of the County and its operations except to the extent the duties and responsibilities are set forth in this Agreement.

5. Document Production. Prior to the execution of this Agreement, the “NYSA” agrees to provide the County a copy of its incorporating documents and a list of its current Board of Directors. The “NYSA” further agrees to furnish the County with annual reports on activities and programs being conducted at the “NYSA”, upon the request of the County. “NYSA” agrees that, during the terms of this agreement, no material changes shall be made to its bylaws, without notifying the County of the proposed changes. If the County objects to any changes in the By-Laws, the “NYSA” will work with the County to address any amendments or alterations to the

By-Laws suggested by the County but will not be required to have the County's consent to amend the By-Laws.

6. Improvements/Maintenance. The "NYSA" agrees that no physical change to the property or major maintenance will be undertaken without consultation with and the approval of the Board of County Commissioners or its designee. The "NYSA" shall make no improvements, nor structural alterations, nor modifications upon the premises, without securing the prior written consent of the County, and without complying with all local building, health, plumbing and electrical codes.

The "NYSA" shall, at its sole cost and expense, perform any renovations and repairs and maintenance to the Parks utilized by "NYSA" and keep them in good working order and condition. The "NYSA" shall be responsible for maintaining the grounds and improvements of the Parks in a clean and neat manner and provide for repairs of electrical and plumbing services. The County shall provide for all major maintenance including the grounds and improvements. However, the parties can object to any cost or expense that the other party asserts is the responsibility of the other and in the event any such matter cannot be amicably resolved, the parties agree to mediate the disputes of costs and expenses before any other dispute resolution action is taken by either party.

7. Future Plan. The "NYSA" and the County may agree to cooperate in the development of a master plan for the future development and use of the Parks. All plans for additions, new construction and remodeling must be approved by the County, but need not be included in any original master plan developed. The County will update any master plan as new construction dictates.

8. Use Purposes. During the period of this Agreement, and any renewal hereof, the “NYSA” shall manage the Parks for recreational purposes for the benefit of the public in accordance with terms set forth herein.

9. Background checks. All volunteers who have the potential for regular or intermittent contact with children are required to complete a Santa Rosa County Park and Recreation Volunteer application form. The volunteer form will require clearance for a background check as well as agreeing to follow the Santa Rosa County Parks and Recreation Code of Conduct. As part of this agreement “NYSA” will comply with policy. If “NYSA” has a background check program in place for specific sporting activities, it can be submitted for the County’s approval, once approved “NYSA” will receive a waiver; however, “NYSA” must provide a list of those volunteers to the County.

10. Fees. The “NYSA” may grant preferences to programs designed for Youth. The County understands that “NYSA” may charge a fee for participation in organized events; provided, however, in no event shall such fee exceed an amount reasonably anticipated to be necessary to cover expenses directly associated with the “NYSA’s” program, including appropriate allowances for participation in said programs by children without sufficient funds to pay the fees.

11. Utilities. The County shall pay for water and sewer service to the Parks if available. The County shall also pay for electrical service to provide lighting for those areas of the Parks used by members of the general public (as opposed to persons participating in “NYSA’s” activities). Such electrical service includes perimeter and parking lot lighting and similar areas. “NYSA” shall be responsible for electrical service in areas most often used by its participants and spectators, such as field lighting and concession stand usage.

12. Indemnity. With the exception of any acts of County employees, willful or negligent, the "NYSA" agrees it will at all times hereafter indemnify and save the County harmless from any and all claims, suits, causes of action, judgments, or damages, (including damages for care and loss of services because of bodily injury, sickness, or disease, including death resulting therefrom), sustained by it or any person or persons, and because of injury to, or destruction of property, (including the loss of use thereof), caused by or arising out of, or resulting from, the use of the above described property. This indemnity also specifically includes court costs and attorney's fees. Prior to the execution of this Agreement, the "NYSA" will furnish and will at all times maintain in effect a comprehensive general liability insurance policy in the amount of at least One Million Dollars (\$1,000,000), per occurrence, providing coverage for any and all losses or claims, by any person, firm or organization, of every nature arising through the authorized or legitimate uses of the above property, such use being pursuant to this Agreement, that said insurance policy shall inure to the benefit of the County, and that the County shall be listed as a co-insured thereon and shall be entitled to receive notice of changes in the policy as named insured. The Agreement shall be binding on and inure to the benefit of, the heirs, successors, executors, administrators, and assigns of the respective parties hereto.

As a part of maintaining comprehensive general liability insurance coverage, your policy must include the following:

- A. Include in location of premises section in policy the physical address of all locations leased by your organization from Santa Rosa County.
- B. Include in Classifications section the type of activities conducted by your organization, and number of participants. Also include concession stands as an exposure - if a concession stand is operated as a part of the organization's operation.

- C. Include Sexual Abuse Coverage in your policy at a limit of \$1,000,000. Per occurrence.
 - D. Santa Rosa County must be added as Additional Insured on this coverage and a Certificate of Insurance must be provided to the County to show proof of this coverage.
 - E. If your coverage includes Exclusions for Trampolines and any activities use trampolines, either a separate policy must be purchased, and proof provided to County or trampolines must not be used. Additionally, if your policy excludes Unmanned Aircraft (drones), any use of drones will require the purchase and proof of aviation liability coverage be provided by the owner and your association with Santa Rosa County added as additional insured on this policy and proof of this coverage provided.
 - F. If your organization has any employees, you must purchase Workers' Compensation coverage and provide proof coverage to Santa Rosa County.
 - G. If "NYSA" hires any Independent Contractor to perform services for the association, you must secure evidence of the contractors General Liability coverage and Workers Compensation coverage or evidence of a valid Workers' Compensation exemption. You must maintain records of proof of coverage in your records and provide to Santa Rosa County if requested.
 - H. Proof of appropriate insurance coverage must be provided, to Santa Rosa County, for events outside the scope of the agreement. Such events will include festivals, carnivals, fairs, clinics, bounce houses, etc.
13. Concessions. The "NYSA" may operate concession activities at the Parks, selling soft drinks, foodstuffs, and similar convenience items. The "NYSA" may continue, during the

period of this Agreement and any extensions thereof, to carry on such concession activities and fund raising events at the Parks under the following conditions:

A. The "NYSA" shall provide workers to operate the concession stand as service is reasonably necessary for the "NYSA" or organized athletic events at the Parks and at such other time as the "NYSA" shall deem advisable.

B. All concession operations will be carried out in accordance with applicable health regulations. Any fees associated with health inspections or regulations are the responsibility of "NYSA".

C. All items sold in the concession shall be of first-class quality. The "NYSA" agrees to charge only a reasonable market price for items sold in the concession. Prices consistent with prices charged for concessions in other County Parks or similar public or private facilities shall be deemed reasonable. No beer or other alcoholic beverage may be sold or consumed at the Tiger Point Park.

D. The "NYSA" shall promptly pay all debts incurred by it for the purchase of goods and services used in the operation of the concession. It is understood and agreed that so long as the "NYSA" maintains the concession activity, and that so long as the "NYSA" reasonably and faithfully complies with the aforementioned conditions, the County shall not, without prior approval of the "NYSA" enter into any competing concession activities, either through its own agents or employees or the granting of concession privileges to any other corporation, person or association. Income derived from concession activities shall remain the sole and exclusive property of the "NYSA" except as noted in condition D and shall be used by the "NYSA" in furtherance of its activities at the Parks and in providing additional improvements for the Parks and the "NYSA's" programs. The services performed by the "NYSA", or its employees under this Agreement shall not be construed to constitute an employer-employee relationship with the

County. The "NYSA" and its employees, if any, shall be deemed independent contractors of the County. The County shall not be required to make any contributions on behalf of the "NYSA", or any of its employees, to any retirement plan or insurance plan or to make any withholdings for federal income tax and F.I.C.A.

14. Advisory Role. "NYSA" agrees to provide advisory assistance to other recreational or athletic programs within Santa Rosa County upon request of the County.

15. Termination. Either party may terminate this Agreement, for just cause, at any time by giving written notice to the other specifying the date of termination, such notice to be given no less than one-hundred and twenty (120) days prior to the termination date specified. Any notice mailed or delivered by the County to the Board of Directors, "NYSA", Post Office Box 5518, Florida 32566, shall be notice by the County. The County shall notify the "NYSA" Board of Directors and/or its counsel of record.

16. "NYSA" Equipment/Property. All equipment, or other personal property placed or maintained on the premises by the "NYSA" shall be at its sole risk and shall remain its property and may be removed therefrom at any time prior to, and within ninety (90) days after the termination of this Agreement. However, any property of the "NYSA" not removed from the premises within ninety (90) days after termination of this Agreement, shall become the property of County with further consideration. Furthermore, any permanent structures constructed shall become the property of the County upon the termination of this Agreement. The "NYSA" shall surrender the premises in good repair and condition, reasonable wear and tear resulting from use excepted. In the event removal of equipment, or the personal property from the premises results in damage thereto, the "NYSA" shall pay the full cost of any repairs necessitated thereby.

17. Liens. The "NYSA" shall keep the premises free from any liens arising out of any work performed or materials furnished, or obligation incurred by the NYSA. The "NYSA" shall

not cause to be placed or allow to be placed, any lien upon the premises subject to this agreement.

18. Duty to Maintain. Failure of the "NYSA" to maintain said premises in a neat, attractive and presentable manner shall be grounds for termination of this Agreement.

19. Assignment. Without the previous written consent of the County, neither the "NYSA" nor the "NYSA's" legal representative or successors in interest by operation of law or otherwise, shall be permitted to assign this Agreement or any estate or interest therein, sublet or permit the occupancy of the demised premises or any part thereof by anyone other than the "NYSA". Any consent by the County to any act of assignment, subletting or occupancy shall be held to apply only to the specific transaction thereby authorized. In any event, no such assignment, subletting or occupancy shall relieve the "NYSA" of its obligations hereunder.

20. Right to Terminate. This Agreement shall be subject to the right of the County to terminate same, for just cause, particularly whenever the demised premises shall not be used, utilized or managed by the "NYSA" in accordance with the provisions of this Agreement, or if the "NYSA" ceases operation, dissolves its corporation, otherwise no longer provides required services to be performed under the terms of this Agreement.

21. Use and Scheduling of Parks. The "NYSA" shall have priority and oversight of scheduling park/individual fields for organized and unorganized usage. All requests for park usage will be directed to "NYSA". When the Parks are not in use for "NYSA" events, they shall be made available for use by the general public for organized and unorganized activities that are not destructive to the Parks. The "NYSA" may require outside users (non-"NYSA" sports teams that use the Parks when not in use by "NYSA") to prepare the field(s), clean up after activities, and pay proportional share of operating expenses, including but not limited to, insurance cost (and/or provide satisfactory proof of insurance), utilities, equipment rental, and overall

maintenance expenses. The general public will not be charged for individual or family park usage.

The County Parks Department has the right to priority schedule the Parks when deemed necessary for the overall public needs, such as voting and fairs, that are beneficial to the county public as a whole. The County will coordinate these events with "NYSA" to ensure there are no conflicts. When the Parks are not scheduled by the "NYSA" they will be made open to the general public for individual or family use.

a. An organization, for profit or not for profit, must request the park for a function; for example, cub scout ball game or Relay For Life fundraiser.

b. An unorganized usage of the Parks is defined as a group or company wishing to utilize the Parks for a fun day event but due to the nature of the event requires authorization to ensure safety and maintenance requirements are met.

22. Audit. "NYSA" shall provide to the County, upon request, copies of any document or record to which a member of "NYSA" would otherwise be entitled to inspect or which County may require in order to verify "NYSA's" compliance with this Agreement. The County reserves the right to conduct an audit of the "NYSA's" financial activities at any time upon five (5) days written notice to "NYSA" by the County. Such an audit shall be at the expense of the County and "NYSA" shall fully cooperate and make available to the County its relevant financial records in order for the County, or its auditors, to complete its audit. "NYSA" shall maintain all of its records, books, documents and the like for a period of five (5) years and shall maintain same for five (5) years beyond the ending date of this agreement. This paragraph shall survive the termination of this agreement.

23. Compliance With Laws. The "NYSA" shall comply in all respects with all applicable governmental, federal, state or local laws and regulations. County further reserves the

right to enact reasonable ordinances, rules or regulations which may be applicable to the premises or to the "NYSA" s activities thereon. The "NYSA" shall not discriminate against any person because of race, color, sex, religion, handicap, age or national origin.

24. PUBLIC RECORDS:

IF THE NYSA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE NYSA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (850)983-1925, wandap@santarosa.fl.gov; 6495 Caroline Street, Suite C, Milton, Florida 32570.

(A) NYSA shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the NYSA does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of NYSA or keep and maintain public records required by the

public agency to perform the service. If the NYSA transfers all public records to the public agency upon completion of the contract, NYSA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the NYSA keeps and maintains public records upon completion of the contract, NYSA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(B) Request for records; noncompliance.

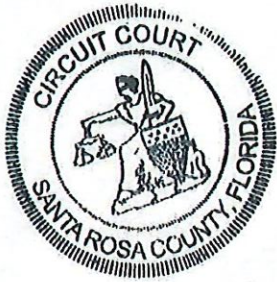
1. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify NYSA of the request, and NYSA must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
2. If NYSA does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
3. The NYSA who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under [s. 119.10](#).

25. Attorney's Fees. The prevailing party in any action to enforce this Agreement shall be entitled to recover attorney's fees from the non-prevailing party.

26. Entire Agreement. This Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements between the parties not contained herein shall be of any force and effect. Any amendments, modifications, additions or

alteration of this instrument shall be in writing executed with the same formalities as this instrument.


IN WITNESS WHEREOF, Santa Rosa County has caused these presents to be executed by the Chairman of the Board of County Commissioners of Santa Rosa County and the "NYSA", has caused these presents to be executed by its President, who has been authorized by "NYSA" Board of Directors to execute this Agreement on behalf of the "NYSA", and attested by its Secretary, on the date and year first above written.



**BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA**

By: 
Sam Parker, Chairman

ATTEST:

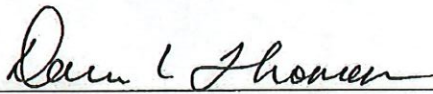

Donald C. Spencer, Clerk of Court

Date: BCC Approved March 28, 2019

NAVARRE YOUTH SPORTS ASSOCIATION

ATTEST:


Secretary

By: 
President

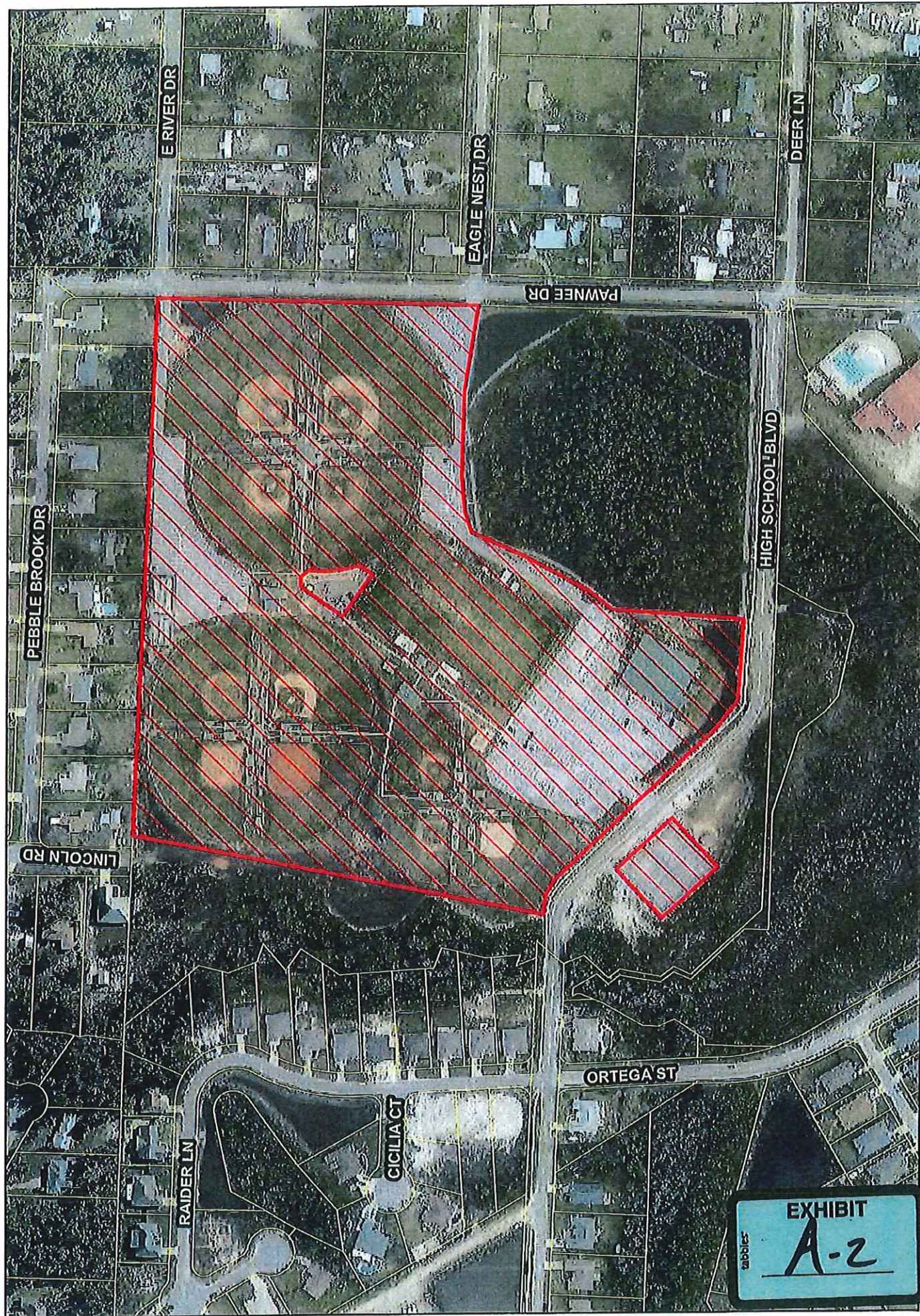
Navarre Soccer Complex



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EXHIBIT
A-1

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Navarre Sports Complex



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EXHIBIT
A-2

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Holley Ball Park



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EXHIBIT
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