

AGREEMENT BETWEEN
PINELLAS COUNTY, FLORIDA
AND
FRIENDS OF BROOKER CREEK PRESERVE, INC.

THIS AGREEMENT, made and entered into this 11 day of November, 2005 ("effective date") by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as the "County," represented by its Board of County Commissioners, and the Friends of Brooker Creek Preserve, Inc., a Florida 501(c)3 nonprofit corporation, hereinafter referred to as the "Friends." 3620 Fletch Haven Drive, Tarpon Springs, Fl 34688

WITNESSETH

WHEREAS, the County has determined that it is in the public interest to enter into an Agreement with the Friends for the support of the Brooker Creek Preserve (the "Preserve") and the Brooker Creek Preserve Environmental Education Center (the "Center"), and

WHEREAS, the Friends desire to assist with the implementation of the missions and visions of the Preserve and the Center, and

WHEREAS, such a cooperative public-private venture results in enriched cultural, educational, and environmental opportunities for the community at a significantly reduced cost to the taxpayers by augmenting the Preserve and the Center,

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

A. Duties of the Friends

1. Provide ongoing support for the implementation of the missions and visions of the Preserve and the Center; see Exhibit "A."
2. Serve as a supporting organization for the delivery of programs and activities of the Preserve and the Center with emphasis on education, research, and land management; expenditures made in connection with supporting the Preserve and

the Center shall only be authorized in accordance with the budget established by the Board of Directors of the Friends.

3. Publicize the programs and activities of the Preserve and the Center.
4. Provide to the County annually (on or about 1 October) the following:
 - a) A statement of the Friend's goals and objectives for the coming fiscal year
 - b) A report by the Friends containing its evaluation of the prior year's operations and programs
 - c) Any proposed changes in the operational philosophy of the Friends with particular reference to the Friends' proposed budget
 - d) A list of officers of the Friends
 - e) An annual budget showing revenues and appropriations
5. Provide the County, upon the County's request, a certified financial audit compilation or review of the books and records of the Friends, conducted by an independent certified public accountant at the expense of the County.
6. Authorize the Division Director for the County's Environmental Lands Division (hereinafter referred to as the "Division Director"), or his/her designee, to serve in a nonvoting capacity as a liaison to the Friends and to attend the Friends' board meetings.
7. Utilize funds raised by the Friends (after meeting operational expenses that shall not exceed 20% of the Friends' annual budget) to support the mission of the Friends and to benefit the Preserve and the Center.
8. Utilize funds generated through the Preserve and the Center such as donations, special programs, and other activities for the support of the Preserve and the Center; the Friends shall hold these funds for the Preserve and the Center in a special account to be used as determined mutually by the Friends and the Division Director.
9. Provide volunteers, as available, for events that shall include the collection of fees and sale of goods.

B. Duties of the County

1. The Division Director, designated as the liaison in Sections A.6 and B.5 of this Agreement, shall meet at least semi-annually with the Board of Directors of the Friends to review the Friends' activities in support of the Preserve and the Center.
2. The County shall publicize and support the mission, programs, and activities of the Friends; see Exhibit "B."
3. The County shall allow the reasonable and complimentary as-needed use of workspace and facilities at the Center for the use of the Friends in order to facilitate the efforts of the Friends in their support of the Preserve and the Center; this reasonable use shall be reviewed and approved by the Division Director and the Bureau Director for the Department of Environmental Management (hereinafter referred to as the "Bureau Director").
4. The County may provide staff members to support Friends' events held at the Preserve and the Center for the benefit of the Preserve and the Center as agreed upon by the Friends and the Division Director.
5. The County shall designate the Division Director, or his/her designee, as a liaison to the Friends in a nonvoting capacity.

C. Joint Duties of the Friends and the County

1. At least annually, the Friends and the County shall agree upon the Friends' work plan that would require a commitment of County resources; the Friends shall develop the annual work plan initially with the County's staff and then submit the annual work plan to the Division Director and the Bureau Director for review and approval; within this work plan, the Friends shall outline any required significant commitment of County resources to implement the annual work plan; this work plan may be amended as needed by mutual agreement between the Friends and the County.
2. The purpose of this Agreement shall be for the Friends and the County to work toward the mutual support of the missions and visions of the Preserve and the

Center; the Friends and the County may agree on multi-year projects, if necessary.

D. Indemnity and Insurance

1. The Friends shall indemnify, pay the cost of defense, including attorney's fees and costs, and hold harmless the County from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by any person or persons or property arising out of any act or omissions, neglect or misconduct of the Friends, its officers, employees, members, or agents excepting only such injuries or damages as shall have been occasioned by the negligence of the County.
2. If, in the sole direction of the County, it is deemed advisable for the Friends to provide insurance for a particular activity or event, or for all activities under this Agreement, the County shall establish the liability limits and the form of insurance; in that event, the Friends shall provide to the County proof of such insurance, naming the County as a co-insured.

E. Terms and Conditions

1. The term of this Agreement shall commence on the effective date and shall continue through 31 March 2010 with the option to renew for two (2) additional five-year terms.
2. The County or the Friends may terminate this Agreement without cause by giving sixty (60) days prior notice of the intention to terminate pursuant to this provision.
3. The County or the Friends shall have the right to terminate immediately this Agreement with cause if, at any time, either party fails to fulfill or abide by any of the terms or conditions specified.

F. *Friends' Records*

The Friends shall retain all records relating to this Agreement for five (5) years after termination of the Agreement as provided herein. All records shall be subject to audit by the County pursuant to Pinellas County Ordinance 94-51.

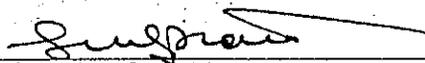
G. *Rights to Amendments*

No alterations or variations of the terms of the Agreement shall be valid unless made in writing and approved through official action by both parties.

H. *Assignment and Subcontracting*

The Friends shall not assign any interest in the Agreement nor enter into any subcontract for services provided under this Agreement without prior consent and written approval of the County.

PINELLAS COUNTY, FLORIDA
By and through its
County Administrator

By: 
Stephen M. Spratt
County Administrator

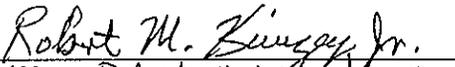
FRIENDS OF BROOKER CREEK PRESERVE, INC.

By: 
Printed Name: Catherine Foster
Title: Chairman

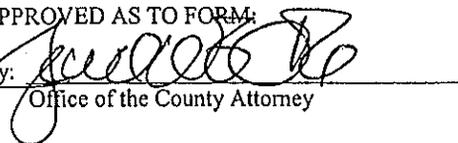
ATTEST:
Ken Burke, Clerk

By: 
Deputy Clerk

ATTEST:

By: 
Printed Name: Robert M. King, Jr.
Title: Treasurer

APPROVED AS TO FORM:

By: 
Office of the County Attorney

ATTEST:

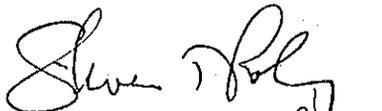
By: 
Printed Name: STEVEN T. POLING
Title: MEMBER

Exhibit "A"

PINELLAS COUNTY
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (DEM)
ENVIRONMENTAL LANDS DIVISION (ELD)

DEM Mission:

The Department of Environmental Management is dedicated to providing responsible leadership necessary to manage our natural and urban environment to meet the needs of present and future citizens of Pinellas County.

ELD Mission:

The mission of the Environmental Lands Division of the Department of Environmental Management is to provide sound stewardship to the County's wild lands and opportunities for the appreciation of their intrinsic value.

ELD Vision:

Pinellas County Preserves and Management Areas are designated wild areas that will be managed for the conservation, protection, and enhancement of natural and cultural resources while allowing for sustainable passive public recreational uses that are compatible with approved management plans and applicable ordinances and laws.

ELD Values or Cornerstones:

1. We provide environmental programs that have regional and national relevance.
2. We focus on ecological processes in our programs, plans, decisions, and partnerships.
3. We manage our ecological resources in an urban setting, maintaining their intrinsic value as wild lands while offering passive recreational opportunities compatible with this goal.
4. We expect the highest sense of professionalism among our staff and volunteers, especially in our interactions with citizens.

Mission of the ELD Education Program:

The mission of the education program of the Environmental Lands Division is to empower citizens to make informed decisions about natural resources.

Exhibit "B"

FRIENDS OF BROOKER CREEK PRESERVE, INC.

Mission:

The mission of the Friends of Brooker Creek Preserve is to provide public support for the Preserve through fund raising, volunteer programs, and education to ensure that the Preserve remains a natural wilderness for future generations.

CONTRACT REVIEW TRANSMITTAL SLIP

COPY

PROJECT: Agreement Between Pinellas County, Florida and Friends of Brooker Creek Preserve, Inc.

BID / CONTRACT NO.: N/A ESTIMATED EXPENDITURE / REVENUE: N/A
(Circle appropriate choice above.) (Circle appropriate choice above.)

In accordance with the policy guide for Contract Administration, the attached documents are submitted for your review and comment.

Upon completion of your review, please complete the Contract Review Transmittal Slip below and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Please indicate suggested changes by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

OTHER SPECIFICS RELATING TO THE CONTRACT: _____

REVIEW SEQUENCE	DATE	SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED AND INCORPORATED (ORIGINATOR'S INITIALS & DATE)
Originator	9/23/05	<i>[Signature]</i>	OK	<i>mf</i> 9/23/05
William M. Davis, Env Mgmt				
Risk Management	9/27/05	<i>[Signature]</i>		
Loretta Hunter				
Finance	10/3/05	<i>[Signature]</i>		
Assistant County Administrator	10/10/05	<i>[Signature]</i>		
Jacob Stowers				
Legal	10/16/05	<i>[Signature]</i>	p1	
Jewel Cole				

All inquires should be made to William M. Davis ext. 44761. Thank you.

RECEIVED
 OCT 05 2005
 COUNTY ATTORNEY