

**Memorandum of Agreement
Between
Sarasota County and
Friends of Sarasota County Parks, Inc.**

This Memorandum of Agreement (MOA), made and entered into this ____ day of _____, 2010, by and between Sarasota County, hereinafter referred to as the "County" and Friends of Sarasota County Parks, Inc., a non-profit organization, hereinafter referred to as the "FOSCP".

Background

In September of 2003, the FOSCP was established as a non-profit organization dedicated to the enhancement of parks in Sarasota County. Friends of Sarasota County Parks, Inc. is a non-profit organization dedicated to the preservation of parks in Sarasota County.

This MOA is intended to balance public and private interests by encouraging philanthropic giving while acknowledging public investment in and ownership of County facilities and amenities and to encourage continued investment in these facilities for the benefit of the citizens of Sarasota County for generations to come.

The County Parks and Recreation Mission is to partner with the community to provide exceptional beaches, parks and recreational programs that build strong, healthy communities combined with economic and environmental sustainability.

The FOSCP's Mission is to build a partnership between the Sarasota County Parks and Recreation system and the community, to coordinate and bridge efforts with other like minded community organizations, to advocate for quality services and facilities for all the people of Sarasota County, to encourage the donation of gifts, endowments and bequests for the Sarasota County recreation/preservation system and to be a friend at every opportunity.

Agreement

1. **Purpose:** The purpose of this MOA is to outline communication and responsibility of each party for sponsorship and naming rights opportunities within the County's park facilities. The goal is to provide a consistent evaluation framework and approval process when considering Sponsorships. FOSCP shall locate and research opportunities for funding partners for Sarasota County Parks and Recreation through sponsorships, naming rights, fundraising events and event parking and other services. These funds shall be used to increase the County's ability to maintain, enhance and expand parks, trails and recreation programs. FOSCP acknowledges that funding partners may submit proposals directly to the County and, in such event, FOSCP understands that such funding opportunities relating to County events and facilities are not subject to this MOA.

2. **Term:** This Agreement shall remain in effect, under the same terms and conditions, for a period of five (5) years. At the County's sole discretion, FOSCP may request a renewal of this Agreement for an additional five (5) years by giving the County at least ninety (90) days written notice of its desire to renew.
3. **Suspension/Termination of Services:** Either party may terminate this Agreement without further obligation by giving the other six (6) months' written notice.
4. **Roles and Responsibilities of the FOSCP shall be to:**
 - a) Research and pre-qualify potential sponsors
 - b) Send information about opportunities to potential sponsors and meet with sponsors to determine level of commitment
 - c) Determine level of sponsorships to be offered under mutual agreement with the County
 - d) Assist sponsors to integrate sponsorship into their marketing plans
 - e) Secure commitment from sponsors and enter into written contract(s) as required
 - f) Be the recipient of all funds from sponsors and disburse as agreed upon by the sponsor, FOSCP and the County
 - g) Send post event reports to sponsors and the County
 - h) Comply with all statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, county, and local governments, where applicable
 - i) Take such action as necessary to prevent and correct any nuisance or other grievances in, upon, or connected during the term of this Agreement. County reserves the right to promulgate such reasonable rules and regulations as County may deem appropriate and for the best interest of the public
 - j) Ensure all potential sponsors align with the mission of Sarasota County Parks and Recreation as stated on Page 1
 - k) Send all sponsorship and naming rights requests in the form of a proposal to the County's Administrative Agent by the 10th of each month
 - l) Develop and distribute a catalog of funding opportunities to be updated annually or more frequently, if necessary
 - m) Provide parking management services at Sarasota County events as requested by the County
 - n) Facilitate a minimum of three (3) fundraising events to be held per calendar year in conjunction with County staff
 - o) Provide an annual report to be submitted by February 1st of each year which includes at a minimum the number of active sponsorships, dollar value of sponsorships, number of proposals presented to potential sponsors and the number of sponsorship proposals declined by potential sponsors. The County reserves the right to request additional information to which FOSCP shall respond within a reasonable amount of time.

5. Roles and Responsibilities of Sarasota County Government:

- a) The County's Administrative Agent shall provide a comprehensive list of sponsorship opportunities to the FOSCP by January 15th of each year.
- b) The County shall review new sponsorship requests by the 20th of each month.
- c) The County shall provide a report to the County Commission a minimum of once per year concerning this MOA.

6. Sponsorship:

- a) Sponsorship is an opportunity to contribute all or partial funding, in cash or in kind, for an event or park facility.
- b) Sponsorship opportunities may include County events, programs and smaller amenities for specified periods of time.
- c) All donors shall be screened for meeting minimum sponsorship criteria to include:
 - o The compatibility of the sponsor's products, customers and promotional goals with Sarasota County Parks and Recreation's mission
 - o The sponsor or donor's past record of involvement in community projects
 - o The timeliness or readiness of the sponsor to enter an agreement
 - o The actual value in cash, or in-kind goods or services, of the proposal in relation to the benefit to the park
 - o Level of community support for the proposal
 - o The sponsor or donor's record of responsible environmental stewardship
- d) Sponsorship value at or below \$49,999 shall be mutually approved by the Administrative Agents for both parties. Sponsorship value at or above \$50,000 shall be subject to approval by the County Commission.
- e) The County reserves the right to refuse any sponsorship offers presented by the FOSCP at its sole discretion.

7. Naming Rights:

- a) Naming rights for County facilities and amenities shall be in accordance with County Ordinance Nos: 2000-078 and 2001-083.
- b) FOSCP and the County shall have the right to refuse any request for naming for any reason whatsoever.

8. Insurance and Indemnification:

Before performing any contract work, FOSCP shall procure and maintain, during the life of the contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the COUNTY and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by COUNTY Risk Management.

- a) **Workers' Compensation:** FOSCP will provide Workers' Compensation insurance on behalf of all employees who are to provide a service under this agreement, as required by the laws of the state where the contractor is domiciled. FLORIDA CONTRACTORS must provide evidence of Workers' Compensation insurance which meets the requirements of Florida Statutes, Chapter 440, **AND** Employer's Liability with limits of not less than \$100,000 per employee per accident, \$500,000 disease aggregate, and \$100,000 per employee per disease. If applicable, coverage for the Jones Act and Longshore Harbor Workers Exposures must also be included. ****NOTE**** Contractors who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation and qualify for the County waiver per the **Classification Matrix**.

In the event the FOSCP has "leased" employees, the FOSCP or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite. All documentation must be provided to Sarasota County Risk Management, 1660 Ringling Blvd., 3rd Floor, Sarasota, FL 34236.

- b) **Commercial General Liability:** Including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$500,000 per each occurrence, covering all work performed under this contract.
- c) **Business Automobile Liability:** FOSCP agrees to maintain Business Automobile Liability at a limit of liability not less than \$500,000 per each accident covering all work performed under this contract.

FOSCP further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event FOSCP does not own automobiles, FOSCP agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If private passenger automobiles are used in the business, they must be commercially insured.

If the FOSCP is shipping a product via common carrier, the contractor shall be responsible for any loss or damage sustained in delivery/transit.

- d) **Liquor Liability:** With limits of not less than \$1,000,000 per occurrence, when applicable. This coverage shall be required if, at any time, the sale or distribution of alcoholic beverages of any kind is inherent or implied within the provisions of the contract.
- e) **Indemnification:** FOSCP shall pay on behalf of or indemnify and hold harmless the Sarasota County Government from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of FOSCP arising out of or in any way connected with the FOSCP's or Sub-contractors performance or failure to perform under the terms of this contract (this section of the contract will extend beyond the term of the contract).
- f) **Policy Form:**
 - 1) All policies required by this contract, with the exception of Workers' Compensation, or unless specific approval is given by COUNTY Risk Management, are to be written on an occurrence basis, shall name Sarasota County Government as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Professional Liability and Workers' Compensation, shall agree to waive all rights of subrogation against Sarasota County Government.
 - 2) Insurance requirements itemized in this contract and required of the FOSCP shall be provided on behalf of all sub-contractors to cover their operations performed under this contract. The FOSCP shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-contractors.
 - 3) Each insurance policy required by this agreement shall:
 - Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability
 - Not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to COUNTY Risk Management.
 - 4) The COUNTY of Sarasota shall retain the right to review, at any time, coverage, form, and amount of insurance.
 - 5) The procuring of required policies of insurance shall not be construed to limit FOSCP'S liability nor to fulfill the indemnification provisions and requirements of this contract.

- 6) FOSCP shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.
 - 7) Claims Made Policies will be accepted for Professional Liability, Workers' Compensation and Hazardous Materials, and such other risks as are authorized by COUNTY Risk Management. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, FOSCP agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
 - 8) Certificates of Insurance evidencing Claims Made or Occurrence Form Coverage and conditions to this agreement are to be furnished to Sarasota County Risk Management (1660 Ringling Boulevard, 3rd Floor, Sarasota, FL 34236) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All insurance certificates shall be received by COUNTY Risk Management before FOSCP will be allowed to commence or continue work.
 - 9) Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Contract, shall be provided to the FOSCP'S/ SUB-CONTRACTOR'S/CONSULTANT'S insurance company and COUNTY Risk Management as soon as practicable after notice to the insured.
- 9. Administrative Agent:** The Administrative Agents are designated to act on behalf of each party and to administer the terms and conditions of this Agreement. If necessary, a specific Administrator may be authorized to perform the duties and responsibilities of the Administrative Agents assigned. The Administrative Agents are assigned as follows:
- On behalf of the County: General Manager, Parks and Recreation
 1660 Ringling Blvd, 5th Floor
 Sarasota, FL. 34236
 (941) 861-5483
- On behalf of the FOSCP: President, Friends of Sarasota County Parks
 6700 Clark Rd
 Sarasota, FL. 34241

10. Miscellaneous:

- a) Except as otherwise provided herein, all notices, reports, or any other type of documentation required by this MOA or permitted under this MOA shall be in writing and sent via mail to the addresses listed in Section 9 above. Either party may change its address or representative by giving written notice of such change.
- b) The County shall have the authority to establish and modify, at any time, reasonable rules and regulations for administration of this MOA, which shall be binding upon FOSCP and shall be made a part of this MOA by reference.
- c) FOSCP warrants and represents that it is an independent 501 (c) 3 non-profit organization and not an agent or employee of the County. FOSCP shall provide written proof to the County of its filing of an annual report and active status as a not for profit corporation with the State of Florida as required by law.
- d) FOSCP is not permitted in any manner to assign its rights or obligations under this MOA without the written permission of the County.
- e) FOSCP will administer its fundraising activities under procedures, supervision, safeguards, and such other methods as may be necessary to prevent fraud and abuse.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement on the date and year first above written.

**FRIENDS OF THE SARASOTA COUNTY
PARKS, INC.**

By: *Marshall*
President

Date: 7/7/10

**BOARD OF COUNTY COMMISSIONERS
SARASOTA COUNTY, FLORIDA**

By: _____
Chair

Date: _____

Attest:

KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

By: _____
Deputy Clerk

Approved as to form and correctness:

By: _____
County Attorney