

APPENDIX 10.
Friends of Weedon Island Agreement

AGREEMENT BETWEEN
PINELLAS COUNTY, FLORIDA
AND
FRIENDS OF WEEDON ISLAND, INC.

THIS AGREEMENT, made and entered into this 7 day of April, 2009 ("effective date") by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as the "County," and the Friends of Weedon Island, Inc., a Florida nonprofit corporation, hereinafter referred to as the "Friends" located at 1800 Weedon Drive NE, St Petersburg, FL 33702.

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 Weedon Island Preserve (the "Preserve") and the Weedon Island Preserve Cultural and Natural History 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 as described in Exhibit "A" attached hereto.
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 Friends' goals and objectives for the coming fiscal year.
 - b) A report by the Friends containing its evaluation of the preceding fiscal year's operations and programs.
 - c) Any proposed changes, which affect this agreement, 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 of the Friends as defined herein) to support the mission of the Friends and to benefit the Preserve and the Center. Annual operational expenses shall not exceed 30% of the Friends' annual budget; unless expressly approved in writing by the County based on financial conditions. Operational expenses include taxes, licenses, postage, printing, professional services such as accounting fees, meeting expenses, awards and plaques, equipment, website, gifts and memorials, and other approved administrative expenses. Expenditures of the Friends' funds shall be in accordance with the budget established by the Board of Directors of Friends submitted as provided in Section A.4 herein.
8. Utilize funds generated through the Preserve and the Center such as memberships, 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 an 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 sales.

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 as described in Exhibit "B" attached hereto.
3. The County shall allow the reasonable and complementary 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 shall 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.
6. The County shall provide the Friends on or about 1 October a general overview of anticipated projects and needs of the Preserve and the Center for the coming year. In so far as possible, this overview shall be prioritized (high, medium, or low); however, it is understood that this overview is flexible in order to accommodate opportunities or changes that occur throughout the year.

C. Joint Duties of the Friends and the County

1. At least annually, the Friends and the County shall agree upon the Friends' general work plan that would require a commitment of County resources or facilities. The Friends' work plan shall be based upon the County's forecasted projects and needs and shall be consistent with the Friends' available resources.

The Friends shall outline any required significant commitment of County resources to implement the 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 September 30, 2010 with the option to extend the term for two (2) additional five-year periods, upon mutual written agreement of the parties.
2. The County or the Friends may terminate this Agreement without cause by giving sixty (60) days prior written notice of the intention to terminate pursuant to this provision.
3. The County or the Friends shall have the right to terminate this Agreement immediately with cause if, at any time, either party fails to fulfill or abide by any of the terms or conditions specified herein.

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.

I. *Termination of Prior Agreement*

The prior agreement between the parties dated ~~14-DEC-05~~ hereby terminated and shall be of no further force and effect as of the effective date.

PINELLAS COUNTY, FLORIDA

By: *Robert S. LaSala*
Robert S. LaSala, County Administrator

FRIENDS OF WEEDON ISLAND, INC

By: *Robert A. Kersteen*
Printed Name: ROBERT A. KERSTEEN
Title: PRESIDENT

ATTEST: *Ken Burko*
Ken Burko, Clerk

By: *Della Kelly*
Deputy Clerk

ATTEST:

By: *Brant A. Bailey*
Printed Name: Brant A. Bailey
Title: _____

APPROVED AS TO FORM:

By: *[Signature]*
Office of the County Attorney

ATTEST:

By: *[Signature]*
Printed Name: Judith C. Kersteen
Title: _____

Exhibit "A"

Pinellas County Government
Department of Environmental Management (DEM)
Environmental Lands Division (ELD)
Tarpon Springs, FL 34688

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:

To provide sound stewardship of the County's wild lands and waterways and opportunities to the public for the appreciation of their intrinsic value.

ELD Vision:

Pinellas County's Preserves and Management Areas are designated wild lands and waterways that will be managed for the conservation, protection, and enhancement of natural and cultural resources while providing for sustainable resource-based public recreational uses that are compatible with approved management plans and applicable ordinances and laws.

ELD Strategies:

1. Sustain and enhance our program for ecological services as a regional leader in land management practices.
2. Leverage our overall education program to build on our long-standing reputation for conservation leadership in the region.
3. Enhance the overall experience of visitors to the County's environmental lands and waterways and strengthen ways to reach a diverse audience.
4. Optimize leadership and management initiatives to support the Division's mission.
5. Achieve and expand professional partnerships with individuals and organizations regionally, nationally, and internationally to promote conservation in west-central Florida.

ELD Education Services Mission:

To empower citizens to make informed decisions about the natural and cultural resources throughout west-central Florida.

ELD Mission for the Weedon Island Preserve Cultural and Natural History Center:

To interpret the natural, cultural and archaeological history of the Preserve in order to demonstrate how the environment and people support and shape each other.

Exhibit "B"

Friends of Weedon Island, Inc.

Mission:

The mission of the Friends of Weedon Island is to promote the public's understanding of maintaining the Weedon Island Preserve as an important ecological and cultural resource. The Friends of Weedon Island accomplish this mission by supporting programs, activities and projects that contribute to these ends.



Department of Environmental Management
Environmental Lands Division
3620 Fletch Haven Drive, Tarpon Springs, FL 34688
Phone: (727) 453-6900
Fax: (727) 453-6902

Date: Tuesday, 10 March 2009
To: Robert LaSala, Pinellas County Administrator
Via: William M. Davis, Bureau Director, Department of Environmental Management
Elizabeth Warren, Assistant County Administrator *EW*
From: Dr. H. Bruce Rinker, Division Director, Environmental Lands Division *HBR*
RE: Agreement between Pinellas County and Friends of Weedon Island, Inc.

Please find attached a revision of the official agreement between Pinellas County and the Friends of Weedon Island, Inc. (FOWI) that we recommend for your approval.

An earlier agreement was executed on 14 December 2005 by the then-president Mr. Howard Rutherford, director of Pier Aquarium in St. Petersburg, FL and approved by the Board of County Commissioners. Mr. Robert Kersteen, the current president of FOWI, requested a slightly revised contract per discussions among the FOWI board members and with County staff including the following notable points:

- Change under "A. Duties of the Friends," item #7 from "Annual operational expenses shall not exceed 25% of the Friends' annual budget" to "Annual operational expenses shall not exceed 30% of the Friends' annual budget" to allow more fiscal flexibility before the Friends need to seek express approval in writing from the County based on financial conditions.
- Change under "A. Duties of the Friends," under item #7 to add other examples of anticipated operational expenses.
- All other changes were editorial ones (e.g., misspellings, misplaced commas, and improper syntax).

The County Attorneys' Office has advised that this new agreement is now within the authority of the County Administrator to sign.

Please let me know if you have questions or comments about this memorandum or about the attached agreement.

CATS # 29112

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: Agreement between Pinellas County and the Friends of Weedon Island, Inc.

CONTRACT NO.: _____ ESTIMATED EXPENDITURE / REVENUE: _____
(Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment.

Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column or 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	INITIALS/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED ORIGINATOR'S INITIALS & DATE
Originator	<u>W March 2009</u>	<u>WTM</u>		
DEM	<u>3/11/09</u>	<u>David</u>		<u>[Signature]</u>
CAO	<u>3-25-09</u>	<u>[Signature]</u>		
Risk Management	<u>3/13/09</u>	<u>[Signature]</u>		
OMB	<u>3/16/09</u>	<u>[Signature]</u>		
Finance	<u>3/24/09</u>	<u>[Signature]</u>		
Assistant County Administrator	<u>3/24/09</u>	<u>[Signature]</u>		

Please return to Dr. H. Bruce Rinker, Environmental Lands Division, by Wednesday, 25 March 2009. All inquiries should be made to Dr. Rinker at 727-453-6912 or brinker@pinellascounty.org. Thank you.

AGREEMENT BETWEEN
PINELLAS COUNTY, FLORIDA
AND
FRIENDS OF WEEDON ISLAND, INC.
FIRST OPTION OF RENEWAL

This Option of Renewal, made and entered into on this 8 day of July, 2010 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 WEEDON ISLAND, INC., a Florida nonprofit corporation, hereinafter referred to as the "FRIENDS", 1800 Weedon Drive NE, St. Petersburg, FL 33702.

WITNESSETH:

WHEREAS, the COUNTY has previously determined it is in the public interest to enter into an Agreement with the FRIENDS for the support of the Weedon Island Preserve (the "Preserve") and the Weedon Island Cultural and Natural History Center (the "Center"), and the COUNTY and the FRIENDS entered into such an agreement; and

WHEREAS, said Contract contains two (2) five-year options of renewal under the same terms and conditions; and

WHEREAS, the parties now desire to exercise the first renewal option;

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

1. The Contract is hereby renewed pursuant to paragraph E thereof, effective October 1, 2010 and continuing for five years from that date unless terminated or canceled as provided therein.
2. Section F of the Contract is hereby amended to read: "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 section 2-176(j), Pinellas County Code.
3. Except as provided herein, all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF the parties herein have executed this Option of Renewal Agreement for the Friends of Weedon Island, Inc. as of the day and year noted above.

PINELLAS COUNTY, FLORIDA

Robert S. LaSala
Robert S. LaSala
County Administrator

FRIENDS OF WEEDON ISLAND, INC.

Robert A. Kerstien
President
Printed Name: ROBERT A. KERSTIEN

ATTEST:

By: *Della Kly*

APPROVED AS TO FORM

Juan Cruz
Office of the County Attorney

ATTEST:

By: *Ronny C. Ginn*
Printed Name: RONNY GINN
Title: MEMBER BOARD OF DIRECTORS

ATTEST:

By: *Judith C. Kerstien*
Printed Name: Judith C. Kerstien
Title: _____