

PARTNERSHIP AGREEMENT

This Partnership Agreement ("Agreement") is made and entered into this _____ day of _____ 2024, by and between ST. LUCIE COUNTY, a political subdivision of the State of Florida ("County"), whose address is 2300 Virginia Avenue, Fort Pierce, FL 34982, and the CITY OF FORT PIERCE., a Florida municipal corporation ("City"), whose address is 100 North U.S. Highway 1, Fort Pierce, FL 34950.

WITNESSETH:

WHEREAS, the County and the City desire to partner on the City's 6th Annual Highwaymen Heritage Trail Art Show and Festival on February 17, 2024 (the "Event"); and,

WHEREAS, in furtherance of the partnership, County will provide use of use of a portion ("Premises") of the parking lot ("Facility"), located at 435 N. 7th Street, Ft. Pierce, Florida as the site and staging area for the Event.

NOW THEREFORE, in consideration of the promises and covenants contained herein, the County and City do mutually covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated into this Agreement as if fully set forth herein.
2. County grants City the right to use the Premises identified in **Exhibit "A"** on February 16th and 17th, 2024 as the site and staging area for the Event. City shall not use or permit the Premises to be used for any other purpose. City shall obtain any and all permits and licenses, comply with any and all requirements and pay any and all taxes, fees and charges prescribed by federal, state and local laws, ordinances, rules and regulations which pertain to or arise in connection with City's use of the Premises, or the presentation of the Event.
3. Further, City shall not take any action or fail to take any action which shall cause County to be in breach of any contract, obligation or duty the County may have to a third party at the time of the Event, or pursuant to any applicable laws, rules or regulations.
4. City shall not use or occupy the Premises in violation of: (1) all terms of this Agreement; (2) any rules and regulations promulgated by County for the Premises from time to time;

or (3) any law or ordinance affecting the premises or County's facilities. City shall comply with any directive of any governmental authority with respect to City's use or occupancy of the Premises.

5. City shall not do or permit anything on or about the Premises which will in any way damage the Premises, obstruct or interfere with the rights of other users or occupants of the Premises, or injure or annoy them, use the Premises or allow them to be used for any unlawful purpose. City shall not cause, maintain or permit any nuisance in, on or about the Premises, or commit or allow any waste in or upon the Premises.
6. City employees and staff shall remain at the Event until conclusion of the Event, including loading out of equipment and exist of all agents, employees, volunteers, exhibitors, independent contractors, vendors, patrons, guests or invitees, regardless of the times indicated on Exhibit A.
7. The County reserves the right to stop any noise or sound based on any violation of the County ordinance regarding maximum permissible sound level. This right includes, but is not limited to turning off the power, even if the act and/or show is still performing. The City hereby waives any right and all claims for damages against the County related to the stopping of sound or noise in violation of County ordinance.
8. City, its agents, employees, volunteers, exhibitors, independent contractors, vendors, patrons, guests or invitees shall not bring onto the Premises or County's facilities any material, substances, toxic or hazardous materials, equipment or objects which, in the sole judgment of the management of the County, is likely to endanger the life of, or cause bodily injury or harm to, any person on the Premises or County's facilities or which is likely to constitute a hazard to property thereon. County shall have the right to refuse to allow any such material, substances, equipment or objects to be brought onto the Premises or County's facilities and the further rights to require or to obtain its immediate removal therefrom if found thereon. The City shall not, without written consent of the County designee, put up or operate any engine or motor or machinery on the Premises OR use oils, candles, burning fluids, camphene, gasoline or similar liquid for either mechanical or other purposes, or any other agent other than electricity for illuminating the Premises. Candles with flame must be covered.

9. County shall not be responsible for any items left in the Premises by the City, the City's agents, employees, volunteers, exhibitors, independent contractors, vendors, patrons, guests or invitees. County shall not be responsible for the theft, loss, or damage to City's property or property belonging to anyone with whom City may have contractual relations as to the use or partial use of the Premises, or property belonging to any employee, agent, guest, patron or invitee of the City.
10. City shall be responsible for cleanup and maintenance of the Premises, and shall leave and surrender the Premises in good order, condition and repair and shall remove all personal property, fixtures and decorations brought onto the Premises by City, its agents, employees, representatives, vendors, exhibitors, guests, patrons or invitees, and further agrees that if such property be not so removed, County may forthwith possess, remove, dispose of and/or store same at City's sole cost and expense.
11. City shall be responsible for any and all damage to the Premises and to County's property therein caused, directly or indirectly, by City, its agents, employees, volunteers, exhibitors, independent contractors, vendors, patrons, guests or invitees, whether accidental or otherwise. City shall immediately repair any damage caused. If County is required to make repairs or incur clean-up costs, City shall be required to pay the amount due within 10 business days of the event date to St. Lucie County BOCC and must be in the form of cash, cashier's check, money order or certified check.
12. City shall not change, alter or make any improvements or additions to the Premises.
13. County and/or its designated agents shall have the right to enter and inspect the Premises at any time. County further reserves the right to itself and its designees to enter the Premises at any time to perform services required of or permitted to County, such as concessionaire, janitorial and repair or replacement services.
14. City shall indemnify, defend and hold County harmless from any and all loss, damage, costs or expense, including, without limitation, reasonable attorney's fees, pertaining to or arising from any claim of infringement or misappropriation of such copyright, trademark, patent or intellectual property right, except where the loss, damage, cost or expense arises from the acts, omissions, or negligence of County.
15. No lewd, indecent, immoral, obscene, or illegal acts, conduct, language, pictures or portrayals shall constitute or be included in the activities or Event presented by City or its

agents, employees, volunteers, exhibitors, independent contractors, vendors, patrons, guests or invitees on the Premises and City agrees to abide and to be bound by the sole decision of County designee as to the propriety and prohibition of the same from the Premises should any questions of propriety arise under this paragraph.

16. City shall be responsible for the procurement and payment of all promotion and advertisement pertaining to the Event; provided, however, that all of City's advertising will be factual and truthful and will include, without limitation, accurate information.
17. As authorized by County, City may advertise that the County is co-sponsoring or partnering with the City for the presentation of the Event. In furtherance of advertising and marketing the Event, City may exhibit the County's registered service mark logo, in such colors and configuration as County directs, on all printed material regarding the Event, provided that the County approves in writing prior to any dissemination, electronic, hardcopy or otherwise, of such advertisements and information. Advertisements and information shall not list a County facility or staff phone number.
18. Use and exhibition of the logo by City shall not operate to create or entitle City to any proprietary rights in said service mark, color schemes or design. As part consideration for the use of County's logo, City agrees to present the Event in a first-class manner and to maintain such high quality throughout the term of this Agreement.
19. Should any visible danger be observed by the City or brought to its attention, City shall not use the Premises and shall report the visible danger to the County as soon as possible.
20. There shall be no smoking on the grounds of the Premises except in designated outdoor

smoking areas.

21. No portion of the sidewalks, entries, passages, vestibule, halls, stairways, or access to public utilities shall be obstructed or used for any other purpose than ingress and egress.
22. In the Event that an outdoor event is cancelled or postponed due to inclement weather, rescheduling of the Event at the Premises is at the sole discretion of the County.
23. The City shall determine the level of security protection needed, to the satisfaction of the County. The City shall procure and maintain, at its own expense, such security during the Event. The City shall provide the County at least 30 days before the Event, with proof, in a method acceptable to the County, of having retained the level of security determined needed by the County. In the event that the County, in its sole discretion, determines that City's security requirements are not adequate or being met in full, County may require City to employ additional security personnel for the Event, at City's own cost and expense.
24. In the case that a state of emergency may be declared, or the Premises or any part thereof is destroyed or damaged by hurricane, fire, water, mob, riot, war, civil commotion, strike or labor disputes or act of God or any other cause, or if any other casualty or unforeseen occurrence, the County may determine that fulfillment of this Agreement by the County is not possible. If any of these shall occur, this Agreement shall terminate. The City hereby waives any claim for damages or compensation should this Agreement be so terminated.
25. Either party may terminate the Agreement without cause at any time upon fifteen (15) calendar days prior written notice to the other party.
26. County and City are "state agencies or subdivisions" as defined in Section 768.28, F.S. Both parties are responsible for its own acts of negligence which result in claims or suits arising out of this Agreement, and agrees to be liable to the limits set forth in Section 768.28, F.S. Nothing herein shall be construed as a waiver of sovereign immunity or consent by a state agency to be sued by third parties in any matter arising out of this Agreement.
27. City shall procure and maintain throughout the term of this Agreement comprehensive general liability, automobile liability, and workers' compensation insurance written by such insurance company as shall be acceptable to County. General liability insurance in the amount of \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. Workers' Compensation insurance

in the amount of \$1,000,000 per occurrence. City's insurance shall cover all activities of any subcontractors, vendors, and any individual or company providing services for this event. City shall name St. Lucie County BOCC as an additional insured under said policy and a certificate of insurance showing the additionally insured and specifying the deductible of said policy shall be delivered to County no later than fifteen (15) days before the Event. The certificate shall provide for fifteen (15) days prior written notice from the insurer to County of any cancellation or amendment to said insurance policy. In the event that City fails to deliver said certificate to County in the above stated manner, County may cancel this Agreement or, but shall not be obligated to, procure the required policy and charge its costs to City, to be paid by City within fifteen (15) days of request by the County.

28. Each party will promptly notify the other party of any citizen complaint, claim, suit, or cause of action threatened or commenced it which arises out of or relates, in any manner, to this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named and shall do nothing to impair or invalidate any applicable insurance coverage.
29. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given by either (i) personal service; (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing the date and time of delivery; or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by written notice to the other party:

If to the County:

County Administrator
St. Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

With a Copy to:

County Attorney
St. Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

If to City:

City Manager
City of Fort Pierce
100 N US 1
Fort Pierce, FL 34950

With a Copy to:

City Attorney
City of Fort Pierce
100 N US 1
Fort Pierce, FL 34950

30. City shall not sub-lease the whole or part of the Premises.
31. City reserves the right to relocate the Event to a different County facility should the Premises no longer be available for use on the Event date. County will provide notice to City as soon as is feasible.
32. Waiver of a breach of any provision in this Agreement shall not be deemed a waiver of any other breach of the same or different provisions.
33. County and City are independent entities. Nothing herein shall be construed or interpreted as creating a relationship of joint ventures, principal and agent or employer and employee under any circumstances. Neither party shall have the power to obligate or bind the other party.
34. This Agreement shall be governed by and construed under the laws of the State of Florida without regard to the principles of conflicts of laws of said state. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.
35. Prior to initiating any litigation concerning this Agreement, the parties agree to submit the disputed issue(s) to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The parties shall share the fee of the mediator equally. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue(s).
36. This Agreement constitutes the entire and complete agreement contemplated by the parties and supersedes all previous agreements or representations proposals, oral or written, and all negotiations, conversations, or discussions between the parties relating to the subject matter of this Agreement.

37. Public Records

The City shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the City in conjunction with this Agreement. Specifically, the City shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records and possession of the City upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

IF THE DEPARTMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEPARTMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772)462-1441, BellamyS@stlucieco.org, COUNTY ATTORNEY'S OFFICE 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

signature page to follow

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

DEPUTY CLERK

BY: _____
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND
CORRECTNESS:

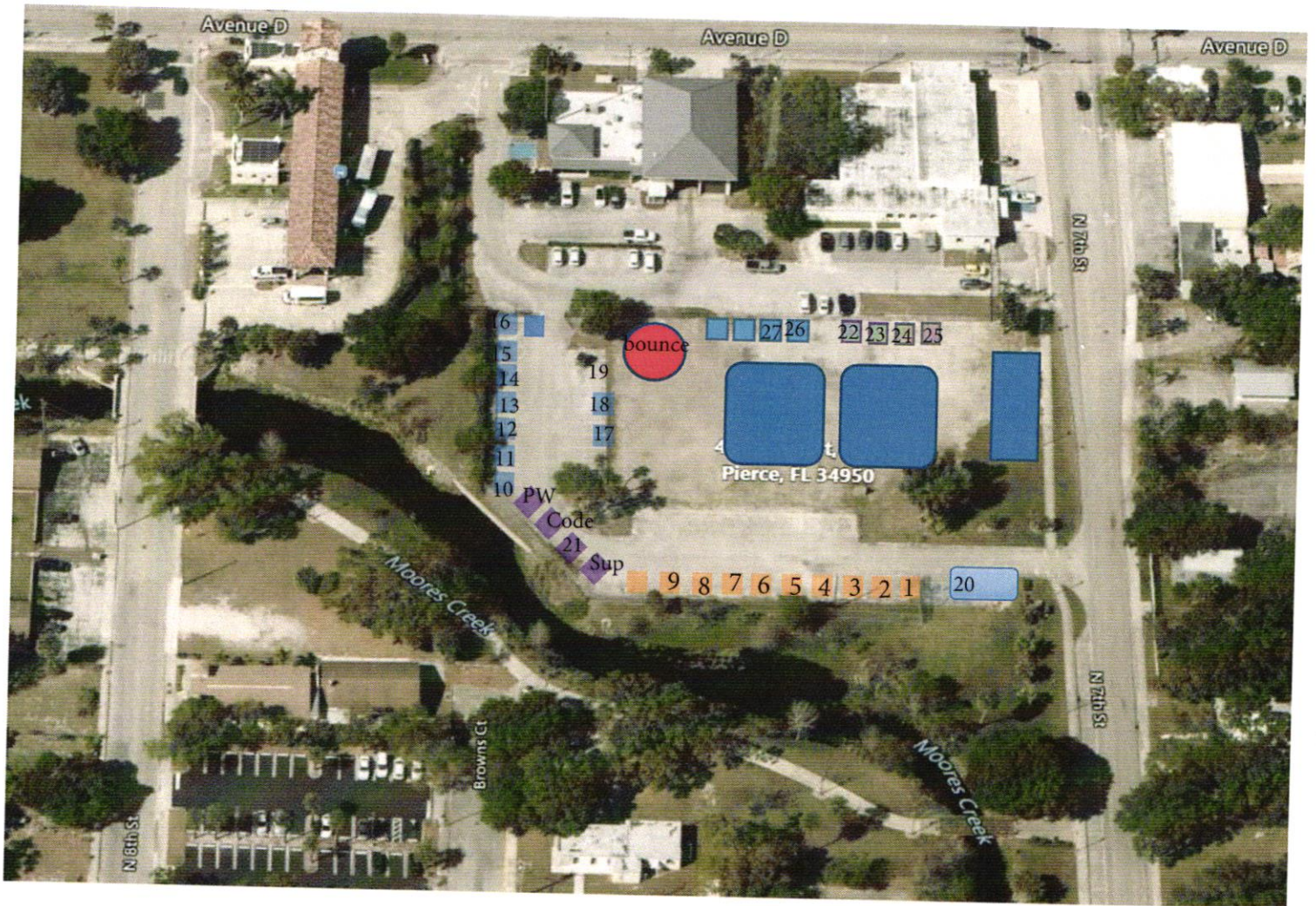
BY: _____
COUNTY ATTORNEY

CITY OF FORT PIERCE

BY: _____
MAYOR

BY: _____
CITY CLERK

BY: _____
CITY ATTORNEY



Avenue D

Avenue D

Avenue D

N 7th St

N 8th St

Browns Ct

N 7th St

Moores Creek

Moores Creek

Pierce, FL 34950

bounce

6
5
14
13
12
11
10

19
18
17

27 26 22 23 24 25

PW
Code
21
Sup

9 8 7 6 5 4 3 2 1 20

CERTIFICATE OF COVERAGE

Certificate Holder and Loss Payee

SAINT LUCIE COUNTY BOCC
2300 VIRGINIA AVENUE
FORT PIERCE, FL 34982

Administrator

Issue Date 12/20/2023

**Florida League of Cities, Inc.
Department of Insurance Services
P.O. Box 538135
Orlando, Florida 32853-8135**

COVERAGES

THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY:

FLORIDA MUNICIPAL INSURANCE TRUST

AGREEMENT NUMBER: FMIT 0195

COVERAGE PERIOD: FROM 10/1/23

COVERAGE PERIOD: TO 10/1/24 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- Errors and Omissions Liability
- Employment Practices Liability
- Employee Benefits Program Administration Liability
- Medical Attendants'/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit
Deductible N/A

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability

* Combined Single Limit
Deductible N/A

TYPE OF COVERAGE - PROPERTY

- Buildings**
 - Basic Form
 - Special Form
- Personal Property**
 - Basic Form
 - Special Form
- Agreed Amount
- Deductible \$25,000
- Coinsurance 90%
- Blanket
 - Specific
- Replacement Cost
- Actual Cash Value

Miscellaneous

- Inland Marine
- Electronic Data Processing
- Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- Deductible N/A
- SIR Deductible N/A

Automobile/Equipment - Deductible

- Physical Damage Per Schedule - Comprehensive - Auto Per Schedule - Collision - Auto Per Schedule - Miscellaneous Equipment

Other

* The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$3,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: General Liability coverage verification for rental of a stage, bleachers, tables, and chairs. City of Fort Pierce Annual Highwaymen Heritage Trail Art Show and Festival, Location: 435 N. 7th Street, Fort Pierce, FL 34950. Date: Saturday, February 17, 2024 - 10am-4pm.
Re: Events, activities, elections, and functions authorized by the certificate holder involving the designated member while being held upon the premises of the certificate holder. The certificate holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above-described event.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

Designated Member

City of Fort Pierce
P.O. Box 1480
Fort Pierce FL 34954

Cancellations

SHOULD ANY PART OF THE ABOVE-DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE

Kimberlee Henton

From: Neil Schillinger <schillingern@stlucieco.org>
Sent: Thursday, January 11, 2024 1:05 PM
To: Kimberlee Henton
Subject: Land Use
Attachments: New Fort Pierce Partnership Agreement-Festival 2024.pdf; Fort Pierce Partnership Agreement-Festival 2024 Exhibit A.pdf

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

Kimberlee,

Good afternoon I have been asked to forward you these documents for review and signature.

Good morning!

I reviewed the attached and updated paragraph 27 of the contract to reflect the proper insurance coverage, which is also reflected in the attached Certificate of Coverage. Please attach Exhibit "A" as indicated in the contract and re-forward to Ft. Pierce for their signature.

Thank you!

Neil Schillinger | Assistant Director | Facilities Department
Ph: 772-462-1550 | Cell: 772-480-7982 | 3855 S US Hwy 1, Fort Pierce 34982
facebook.com/stluciegov | twitter.com/stluciegov | instagram.com/stluciegov | youtube.com/stluciegov



Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.