

## USE AGREEMENT

This Use Agreement is entered into this 17th day of March, 2009, by and between Wakulla County, Florida, hereinafter "County", and the Coast Guard Auxiliary Flotilla 12, St. Marks, hereinafter "Auxiliary".

WHEREAS, the St. Marks Coast Guard Auxiliary desires to use the properties of the Wakulla County Department of Public Safety, hereinafter "Properties", for meeting space and monthly meetings which take place the first Saturday of the month unless otherwise changed with advance notification; classroom space for pre-scheduled training and public education activities; and a small space at the fire station located on Shadeville Road (Wakulla County Department of Public Safety, Fire Division, Wakulla Station Volunteer Fire Department, Station 2), in Wakulla Station, on which to set a portable storage building for use by the St. Marks Coast Guard Auxiliary; and

WHEREAS, the St. Marks Coast Guard Auxiliary agrees to offer to members of the Wakulla County Department of Public Safety an invitation to participate in flotilla training and complementary boating education courses; access to flotilla facilities (boats) as approved by the US Coast Guard order issuing station, when available and manned with qualified coxswain and crew members to further the Wakulla County Department of Public Safety's mission; other services that may enhance the level of service to the community of Wakulla County; and to participate in fund-raising efforts of the Wakulla County Department of Public Safety's Volunteer Fire Department(s); and

WHEREAS, the County believes that the use of the properties by the St. Marks Coast Guard Auxiliary to be in the public interest and a beneficial use of the properties;

NOW, THEREFORE, the parties, for valuable consideration, the sufficiency of which is hereby specifically acknowledged, agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The term of this Use Agreement shall be from April 1, 2009 to March 31, 2010, with automatic annual renewals until terminated in writing by either party. The County and Auxiliary shall have the right to terminate this Use Agreement at any time upon written notice to the other party.
3. There shall be no cost to the Auxiliary for use of the properties for the purposes agreed to.
4. The time, date, location, and duration of Auxiliary's use of the properties will be scheduled and approved by the Director of Public Safety, County Fire Chief, or official designee.
5. Auxiliary shall at all time adhere to the rules and regulations of the County and the Department of Public Safety, they shall not use the properties for any unlawful purpose and shall leave the properties in a clean and orderly fashion.

6. Any portable storage building shall not exceed a maximum size of eight feet by ten feet, shall be constructed according to all applicable codes, shall be located at the fire station located on Shadeville Road in Wakulla Station at a specific location approved by the Director of Public Safety, County Fire Chief, or official designee, shall be the sole maintenance responsibility of the Auxiliary, and shall not be utilized for the storage of any hazardous or flammable materials.

7. The Coast Guard Auxiliary, in the manner and to the extent provided by the Federal Torts Claims Act, as amended (28 U.S.C. §§2671-2680), shall be liable for, and shall hold the County harmless for claims of damage or loss of property, personal injury or death caused by actions or omissions of the Coast Guard Auxiliary, its members and employees, and the use of the permitted premises and its appurtenant facilities.

8. Auxiliary agrees to provide a Certificate of Insurance evidencing coverage for general liability insurance, covering all Auxiliary personnel, in minimum statutory limits, including contractual liability specifically covering Auxiliary's obligations under the above hold harmless and indemnification agreement, prior to its use of the Facilities. Such Certificate of Insurance shall name Wakulla County as primary and the Wakulla County Department of Public Safety as additional insured, or provide proof of coverage as an agency of the United States Government.

9. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties; other than the intended uses and offered services listed in the recitals above which may be expanded at any time through verbal agreement of the Parties respective leadership.

10. This Agreement shall be construed under the laws of the state of Florida, and venue for any actions arising out of this Agreement shall lie in Wakulla County.

DATED this 23<sup>rd</sup> day of April, 2009.

Coast Guard Auxiliary

Flotilla 012

St. Marks

By: 

As Its: Flotilla Commander

Wakulla County Board of County Commissioners

By: 

Howard Kessler, Chairman