



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month at 5:30 p.m. in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 5/31/2019 Meeting Date: 6/6/2019

Name: Ben Scott Department: BCC Administration

Division Manager's Signature: 

1. Nature and purpose of agenda item:

Ten year license agreement with Annie Mattox for the use of recreational park and fields.

2. Recommended Motion/Action:

Approve license agreement with Annie Mattox Recreation Center, Inc.

3. Fiscal impact on current budget.

This item is currently budgeted. The account number to be charged is 302-7221-572.30-46

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) made and entered into this ____ day of _____, 2019 between **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, (“County”), and **ANNIE MATTOX RECREATION CENTER, INC.**, a Florida not-for-profit corporation, whose mailing address is Post Office Box 1663, Lake City, Florida 32056-1663, (“AMRC”), for the purpose of furnishing a facility to provide recreational opportunities for the citizens of Columbia County.

RECITALS

WHEREAS, AMRC owns a recreational facility identified as the Annie Mattox Recreation Center, located at 537 Center Avenue, Lake City, Florida (PIN 11711-001) (the “Center”) used to support and develop recreational opportunities for community youth;

WHEREAS, AMRC desires to grant the County a license to use the center for activities supported by the County’s Recreational Department in exchange for the County’s ongoing maintenance of the grounds at the Center; and

WHEREAS, the County has determined that the best interests of the County and the public will be served by accepting a license to use the Center subject to an obligation to and maintain the grounds of the Center under the terms of this agreement.

NOW, THEREFORE, in consideration of the promises and covenants of the parties herein contained, AMRC and County agree as follows:

1. **RECITALS.** The above recitals are true and accurate and are incorporated herein and made a part of this agreement.
2. **LICENSE TO USE AND MAINTAIN THE GROUNDS OF THE CENTER.**
 - a. AMRC, subject to the terms of this agreement, grants to County, and County accepts from AMRC, a license to use the Center for activities supported by the County’s Recreation Department.
 - b. During the term of this Agreement, the County shall provide for the regular and continuing maintenance of the Center, including groundskeeping and maintenance of those improvements set forth in Exhibit “B”.
 - c. ARMC shall maintain all Center fixtures and equipment existing prior to the date of this Agreement.
3. **TERM OF LICENSE.** This license is for a term of ten (10) years commencing June 1, 2019 and ending at 12:00 Midnight, May 31, 2029. Unless extended by written agreement between the parties, upon expiration of the initial term or termination of license under Section 4 herein, all rights and obligations of the parties under this agreement shall terminate,

and possession of the Center shall be surrendered by County to AMRC.

4. **OPTION TO TERMINATE LICENSE.** At any time during the initial term, County shall have the right to terminate this license by giving AMRC sixty (60) days written notice of their election to terminate, and upon expiration of sixty (60) days from the date the notice is given, this license and all of the obligations of the parties hereunder shall be terminated.

5. **SCHEDULING OF EVENTS.** AMRC and the County's Recreation Department shall coordinate one master calendar for scheduling all usage of the Center during the term of this Agreement. The calendar shall set forth a monthly schedule, which shall be finalized on or before the last day of the preceding month, listing the name of each event, the date or dates of each event, and the times such events will occur. The County and AMRC shall reasonably cooperate to ensure that neither entity schedules any event in conflict with an already-scheduled event of another. In the event of a conflict in scheduling, the party first providing evidence of written notice to the other requesting to schedule an event shall control.

6. **CONCESSIONS.** AMRC shall retain all proceeds from and operate all concessions at the Center during all events scheduled under Section 5. All gate receipts will be retained by the non-profit sponsor or sponsors of any event sponsored by the County or AMRC.

7. **HOURS OF OPERATION.** The Center will be opened for all County-sponsored usage. County Ordinances regarding alcoholic beverages and special events waivers shall apply to any usage of the Center during the term of this agreement.

8. **WAIVER OF RENT.** AMRC waives and claim for rents hereunder, and County shall have no obligation to pay any rent or other consideration to AMRC for the use of the Center except as provided in this Agreement.

9. **INSURANCE.** County agrees to add the Center and equipment to County's property damage insurance policy schedule of properties. Teams or organizations scheduled by AMRC to use the Center that are not sponsored by the County and, therefore, without County insurance coverages, shall, unless waived by County, provide the County, prior to activities at the Center, certification or other proof of the insurance coverages described in Exhibit "A".

10. **IMPROVEMENTS.** As additional consideration for this licensing agreement, and to enhance the County's use of the Center, County shall make additional improvements to the Center as set forth in Exhibit "C". Costs of said improvements shall not exceed \$200,000. Prior to commencement of construction or installation of the improvements on Exhibit "C", AMRC and the County's assigned Project Manager shall review all plans and agree upon the priority of said improvements. To the extent improvements constitute fixtures to the land, the parties understand and agree that such improvements will remain upon the land following the expiration of this Agreement.

11. **UTILITIES.** AMRC shall pay the County as invoiced for electricity charges incurred during usage of the Center by AMRC under Section 5 of this agreement. Center shall

be responsible for all electrical service invoices for buildings in existence on the Center property as of July 1, 2007 unless otherwise agreed upon in writing.

12. **NO ASSIGNMENT.** This agreement cannot be assigned or transferred to any person or entity by AMRC or County.

13. **ENTIRE AGREEMENT.** This agreement replaces any prior agreement between the parties and constitutes the entire agreement between them and may not be amended or modified except by an instrument in writing signed by the parties in the same formality as this agreement.

14. **GOVERNING LAW.** This agreement has been made under and shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Signed, sealed and delivered
in the presence of:

COLUMBIA COUNTY, FLORIDA

Witness

Print or type name

Witness

Print or type name

By: _____
Ronald Williams, Chairman

ATTEST: _____
P. DeWitt Cason, Clerk of Courts

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **RONALD WILLIAMS**, as Chairman of the **BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA**, on behalf of the Board, who is personally known to me or who has produced a Florida driver's license as identification.

(NOTARIAL SEAL)

Notary Public, State of Florida

EXHIBIT "A"

EVENT INSURANCE REQUIREMENTS

COLUMBIA COUNTY, FLORIDA

Event sponsors shall carry insurance of the following kinds and amounts (exceptions are noted). Sponsors shall procure and maintain for the duration of the event or as later indicated, insurance against claims for injuries to persons or damage to property which may arise from or in connection with this agreement by the sponsor, his agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after County approval.

Commercial General Liability:

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

2. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

3. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by an employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized by the State of Florida.

4. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a workers' compensation claim.

B. LIMITS OF INSURANCE.

1. **General Liability:**
Commercial General Liability on an “occurrence form” for bodily injury and property damage:

\$1,000,000 General Aggregate Limit
\$500,000 Product-Completed Operations Aggregate
\$500,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence
2. **Automobile Liability:**
\$500,000 Combined Single Limit per accident for bodily injury and property damage.
3. **Workers’ Compensation:**
As required by State of Florida Statute.
4. **Employer’s Liability:**
\$100,000 Bodily Injury by Accident or Disease
\$500,000 Policy Limit by Disease

C. OTHER INSURANCE PROVISIONS.

1. **General Liability and Automobile Liability Coverages Only:**
 - a. The sponsor’s insurance coverage shall be primary insurance as respects the County, its officers, employees, agents, and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or specified volunteers shall be in excess of the sponsor’s insurance and shall not contribute to it.
 - b. The sponsor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.
2. **All Coverages:**
 - a. Sponsors are responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the County. Cancellation of coverage for non-payment of premium will require ten (10) days’ written notice to the County.

- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, employees, agents, or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A.M. Best's rating of no less than B+V.

E. VERIFICATION OF COVERAGE:

The County shall be indicated as a Certificate Holder and the sponsor shall furnish the County with Certificates of Insurance reflecting the coverage required by this document. The A.M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received approved by the County before the event in question. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS WORKING FOR THE SPONSOR:

The sponsor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and/or endorsements for each contractor. Subcontractors working for the sponsor shall be required to carry insurance.

G. HOLD HARMLESS AGREEMENT:

The sponsor, to the fullest extent permitted by law, shall indemnify and hold harmless, the County, its elected and appointed officials, employees, agents, and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from this event, provided that any such claim, damage, loss or exposure (1) is attributable to personal injury, including bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the sponsor, or any of their subcontractors, subconsultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

EXHIBIT "B"

COUNTY MANTAINED IMPROVEMENTS

Outdoor restrooms

2" irrigation tap

2" sprinkler irrigation system

Bermuda turf football field

Football field goal posts

Aluminum bleachers (4) 20 x 30

Fencing - East side gate / Westside roll gate
6' fence on SE corner with pedestrian opening on Center Street side

Field lights

Score tower

EXHIBIT “C”
ADDITIONAL IMPROVEMENTS

Remodel main meeting hall, add restroom, add food warming area

Replace roof on portable building

Install handicap access to both buildings

Replace outdoor restroom doors

Replace windows in portable building with storm windows

Install A/C in portable building

Repair and repaint dugouts

Install gutters on both buildings

Install backflow meter on incoming water lines

Paint both buildings

Repair or replace ice machine in concession stand