



## 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: 6/9/2017 Meeting Date: 6/15/2017

Name: Ben Scott Department: BCC Administration

Division Manager's Signature:

A handwritten signature in blue ink that reads "Ben Scott".

### 1. Nature and purpose of agenda item:

Annie Mattox Park License Agreement

### 2. Recommended Motion/Action:

There is no recommended motion or action.

### 3. Fiscal impact on current budget.

This item has no effect on the current budget.

District No. 1 - Ronald Williams  
District No. 2 - Rusty DePratter  
District No. 3 - Bucky Nash  
District No. 4 - Everett Phillips  
District No. 5 - Tim Murphy



**BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

**MEMORANDUM**

TO: Board of County Commissioners  
FR: Ben Scott, County Manager  
DATE: June 9, 2017  
SUBJECT: Annie Mattox Recreation Center

*Ben Scott*

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The attached license agreement with Annie Mattox Recreation Center, Inc. expired on May 30, 2017. This agreement was developed to allow the County to maintain certain improvements at Annie Mattox Park. The Annie Mattox Board has expressed interest in renewing our agreement and has an attorney currently reviewing it. I am requesting Board approval to continue maintaining the facilities, as per the current agreement, until a new agreement is reached.

XC: Annie Mattox

**BOARD MEETS FIRST THURSDAY AT 5:30 P.M.  
AND THIRD THURSDAY AT 5:30 P.M.**

## **LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** ("Agreement") made and entered into this 1<sup>st</sup> day of July, 2007 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, (herein "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, (herein "AMRC"), for the purpose of furnishing a facility to provide recreational opportunities for the citizens of the County.

### **RECITALS**

A. The AMRC owns a recreational facility identified as the Annie Mattox Recreation Center (Columbia County Property Appraiser Parcel No. 00-00-00-11711-001-08) (herein the "Center") used to support and develop recreational opportunities for the youth of the community.

B. AMRC desires to grant the County a license to use and maintain the grounds of the Center for activities supported by the County Recreational Department.

C. The County finds that the best interests of the County and the public will be served by accepting a license to use and maintain the grounds of the Center under the terms of this agreement.

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

1. **RECITALS.** The above recitals are all 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.** AMRC, subject to the terms of this agreement, grants to County and County accepts from AMRC, a license to use and maintain the grounds of the Center for activities supported by the County Recreation Department in cooperation and coordination with AMRC.

3. **TERM OF LICENSE.** This license is for an initial term of ten (10) years commencing July 1, 2007 and ending at 12:00 Midnight, May 30, 2017. 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 shall be terminated.

5. **SCHEDULING OF EVENTS.** County shall coordinate the scheduled usage of the Center by County and shall provide AMRC a monthly schedule, in advance, listing the names, dates and times that County sponsored events will occur. AMRC shall coordinate the schedule usage of the Center by AMRC and shall provide County a monthly schedule, in advance, listing the names, dates and times that AMRC sponsored events will occur.

6. **CONCESSIONS.** AMRC shall retain all proceeds from and operate all concessions at the Center during 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 and/or AMRC.

7. **HOURS OF OPERATION.** The Center will be open for County sponsored usage only during daylight hours. Use of the Center for ARMC sponsored events may occur after daylight hours following notification to the County. County Ordinances regarding alcoholic beverages and special events waiver shall apply to all usage of the Center during the term of this agreement.

8. **WAIVER OF RENT.** County shall have no obligation to pay any cash or other consideration to AMRC for the use of the property during the term of this agreement or any extended term.

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 ARMC 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, the insurance coverages described in Exhibit A.

10. **MAINTENANCE.** The County shall, at its expense, maintain the general area of the Center by cutting and mowing the grass and maintaining the playing area of the AMRC field. County shall maintain the Exhibit B improvements and any County-funded additional improvements. ARMC shall maintain Center fixtures and equipment existing prior to the date of this agreement.

11. **IMPROVEMENTS.** During the term of this agreement, County may make additional improvements approved by ARMC prior to commencement of construction and/or installation of the improvements. Title to all improvements to the Center made after the date of this agreement shall immediately vest in ARMC.

12. **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.

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

14. **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.

15. **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

By: \_\_\_\_\_  
Elizabeth Porter, Chairman

\_\_\_\_\_  
Print or type name

**ATTEST:** \_\_\_\_\_  
P. DeWitt Cason, Clerk of Courts

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print or type name

**STATE OF FLORIDA  
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by **ELIZABETH PORTER**, 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

My Commission Expires:

Signed, sealed and delivered  
in the presence of:

**ANNIE MATTOX RECREATIONAL  
CENTER, INC.**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Leroy George, President

\_\_\_\_\_  
Print or type name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print or type name

**STATE OF FLORIDA  
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by **LEROY GEORGE**, as President of **ANNIE MATTOX RECREATION CENTER, INC.**, a Florida not-for-profit corporation, who is personally known to me or who has produced a Florida driver's license as identification.

(**NOTARIAL  
SEAL**)

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

**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**  
**IMPROVEMENTS**

One 20 x 14 restroom addition and renovation of existing restroom

2" irrigation tap

2" water impact fee

2" sprinkler irrigation system

Sprig with Tift 419 Bermuda

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

Electrical Conduit for field lighting