

# CONTRACT FORM

Name:

BCC/CHS Dugout Club, Inc.

Description:

Facility Upgrades & Improvements for the repair of dugouts @ CHS.

Category (circle one):

Building -Office Space Agreements

Interlocal Government Agreements

Recreation Agreements

Construction Agreements

Maintenance Agreements

Service Agreements

Employment Agreements

Professional Service Agreements

Start Date:

8-7-14

End Date:

\_\_\_\_\_

Auto Review (circle one):

Yes

No

Review every

1

months.

**AGREEMENT BETWEEN COLUMBIA COUNTY, FLORIDA  
AND COLUMBIA HIGH DUGOUT CLUB, INC.**

THIS AGREEMENT made and entered into this 7<sup>th</sup> day of August, 2014, by and between **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, (herein "County"), and the **COLUMBIA HIGH DUGOUT CLUB, INC.**, a Florida not-for-profit corporation, whose mailing address is Post Office Box 3604, Lake City, Florida 32056, (herein "Dugout"), all of the foregoing may be collectively called "the parties."

In consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**RECITALS**

A. County is a political subdivision of the State of Florida and a charter county as that term is used in Article VIII, Section 1(f), *Florida Constitution*.

B. County has been given its home rule powers by the *Florida Constitution*, Section 125.01, Florida Statutes, and other provisions of Florida Law.

C. Dugout is a lawfully registered nonprofit corporation with the State of Florida and has received its current tax exempt status from the United States Department of Treasury, Internal Revenue Service, ("IRS"). Dugout is a nonprofit organization whose purpose is a public purpose or function, including to assist the Columbia County School District ("District") in providing for baseball, softball, and other recreational facilities located upon property owned and managed by the District. The facilities are open to the public and provide a valid public purpose for the citizens and residents of County.

D. The parties have reached an agreement between them as to a way and method to reach their mutual goals to provide and enhance recreational facilities in Columbia County on public properties, open to the public, and wish to finalize such agreement by memorializing it in writing and thereby creating a legally enforceable obligation of both parties.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, promises, and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. County will contribute a sum not to exceed Thirty Two Thousand and No/100 (\$32,000.00) Dollars to Dugout for the purpose of facility upgrades and improvements for the

repair of dugouts at Columbia High School or other facilities owned by the District.

3. The stipulations and conditions of the County's contribution to Dugout for the purposes described herein shall include, but not be limited to, the following:

(a) Dugout represents it is currently registered with the State of Florida as a nonprofit corporation, and has received 501(c)(3) nonprofit tax status from IRS. Dugout will continue throughout the term of this Agreement to maintain such nonprofit corporation 501(c)(3) status, and will provide County with written proof thereof.

(b) Dugout represents and warrants to County the dugout facilities being improved are public facilities owned by the District, and that these facilities are and will remain open to the public for public use subject to reasonable management control thereon by the District, Dugout, or its designee.

(c) All of Dugout's officers, directors and/or members serve as volunteers without any compensation for their services; and no such individuals or their families will directly benefit from the contribution to be made by County.

(d) Dugout will provide County a complete accounting as to the use of all funds contributed. County will provide the funds by method of reimbursement to Dugout upon being furnished receipts and verification that the funds have been or will be used for the intended purpose in accordance with a reimbursement schedule acceptable to County.

(e) Dugout shall maintain detailed books and records evidencing how the funds are spent and shall, upon reasonable notice, allow the County to inspect and/or copy said books and records and complete an audit of the transaction at County expense with County employees or its agents. The records of the transactions shall be maintained by Dugout for no less than five (5) years from the date of this Agreement.

4. The provisions of this Agreement are for the sole and exclusive benefit of the County, District, Dugout, and the residents and citizens of Columbia County, and no provision of this Agreement shall be deemed for the benefit of other persons or entities except by or through the parties.

5. This Agreement shall be governed and construed and enforced in accordance with the laws of the State of Florida.

6. Notwithstanding anything else herein to the contrary, nothing in this Agreement is intended to or is to be construed as a waiver of any party's sovereign immunity or an expansion of liability beyond the limits established as provided under Section 768.28, Florida Statutes, or as

otherwise provided by law.

EXECUTED by the County on this 17th day of August, 2014.

COLUMBIA COUNTY, FLORIDA

By: [Signature]  
Ronald W. Williams, Chairman  
Board of County Commissioners

ATTEST: [Signature]  
P. DeWitt Cason, Clerk of Courts

(SEAL)

EXECUTED by Dugout this 19 day of August, 2014.

COLUMBIA DUGOUT CLUB, INC.

By: [Signature]  
JIMMY FINNELL, PRESIDENT

ATTEST: [Signature]  
Kathy Thomas, Secretary