

LICENSE AGREEMENT
RICHARDSON COMMUNITY CENTER

THIS LICENSE AGREEMENT (“Agreement”) made and entered into this 15th day of December 2014, between the **COLUMBIA COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, (herein “County”), and **RICHARDSON COMMUNITY CENTER/ANNIE MATTOX PARK (NORTH), INC.**, whose mailing address is PO BOX 764, Lake City, Florida 32056 (herein the “Community Center Board”).

RECITALS

A. The County has a leasehold over the real property constituting the Richardson Community Center, located in Columbia County, Florida, including buildings, parking areas, playing fields and courts, and other improvements and fixtures to the real property (herein the “Community Center”), which is used by the Community Center Board for various community activities and events.

B. Community Center Board is a nonprofit organization which operates and manages the premises for the use and benefit of the citizens and residents of Columbia County, Florida. Community Center Board is a nonprofit corporation operated by volunteers who contribute their labor, time and materials to ensure the maintenance and ongoing operation of the Community Center and the premises.

C. The Community Center Board desires to obtain from the County a license to use and manage the Community Center, and the County finds that the best interest of the County and the public will be served by granting Community Center Board such license under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants of the parties herein contained, and other good and valuable consideration which each party acknowledges, County and Community Center Board agree as follows:

1. **RECITALS**. The above recitals are all true and correct and are incorporated herein and made a part of this Agreement.

2. **LICENSE TO MANAGE AND OPERATE COMMUNITY CENTER**. County, subject to the terms of this Agreement, grants to Community Center Board, and Community Center Board accepts from County, a license to manage and operate the premises at Community Center. Community Center shall use the premises for public purposes, including, but not limited to, scheduling and holding community-based events at the Community Center. This license shall not include letting the premises for any

recreational purpose as such purposes are reserved to the County's Recreation Department. "Recreation" is defined as any organized team or individual sporting activity such as but not limited to pickleball league play, Pop Warner football, wrestling exhibitions, or sports tournaments.

3. **TERM OF LICENSE.** The initial term of this License is one (1) year commencing on the Effective Date unless otherwise provided herein, and shall automatically renew each year on its anniversary date for an additional one-year term (the "extended term"), unless terminated by either party, in writing, at least 90 days prior to the end of the initial term or the then extended term. Upon its termination, all rights and obligations under this Agreement shall terminate, except any provision herein which specifically survives the termination, and all possession of the premises, facilities, and improvements at the Community Center shall be surrendered to the County.

4. **INDEPENDENT CONTRACTOR.** It is understood by the parties that the relationship of Community Center Board to County is that of an independent contractor or licensee. Community Center Board shall have no authority to employ any person as an employee or agent on behalf of the County for any reason. No person engaging in any work related to Community Center Board's management or operation of the premises and facilities shall be deemed an employee or agent of the County, nor shall any such person represent themselves to others as an employee or agent of the County. All actions of the Community Center Board shall be taken in the name of and on behalf of the Community Center Board.

5. **GUIDELINES FOR OPERATION AND MAINTENANCE OF COMMUNITY CENTER FACILITIES.** The Community Center facility shall be governed, maintained and operated in accordance with the following guidelines:

A. Community Center Board shall maintain its independent 501(c)(3) or similar nonprofit corporation status and shall furnish a copy of its most recently filed Form 990 upon request of the County. No County employee shall serve as a member or employee of the Community Center Board.

B. Community Center Board shall adopt its own bylaws that provide for a Board of Directors, officers, and requirements for membership subject to review and approval by the County Manager. A copy of the bylaws and rules of meetings and procedures shall be filed with the County and constitute a public record.

C. Community Center Board will provide the County a copy of its Articles of Incorporation, bylaws, annual or other financial statements, and local, state and federal tax returns or reports if one is required. These documents shall be deemed a public record. All net income after expenses shall be used for the sole purpose of operation and

maintenance of the Community Center.

D. The Community Center shall be operated and maintained in compliance with all local, state, and federal laws, and regulations.

E. The Community Center Board shall serve on a voluntary basis without salary, stipend, or other compensation of any kind, but may be entitled to receive reimbursement from the Community Center for actual expenses incurred at a rate not to exceed that allowed by the State of Florida per diem rate.

F. The Community Center Board shall provide its own general liability insurance (\$1,000,000), officers and directors insurance (\$1,000,000), and such other protective insurance as it may deem necessary. The County will provide casualty insurance for the premises, building and facilities, as well as property damage and general liability coverage for the County. It is the Community Center Board's duty to ensure that any activity conducted by any third party pursuant to authorization of the Community Center Board is properly insured with the County as additional loss payee.

G. The Community Center premises and facility may not be used for for-profit purposes, unless approved in advance in writing by the County Manager. This shall not prohibit temporary use of the premises for fundraisers to generate revenues which benefit the Community Center or the citizens it serves. Temporary uses of the Community Center by a business or for-profit entity when the same is approved by the County Manager and will be in the public interest and for which a reasonable fee is charged as determined by the Community Center Board, shall be permitted. The County will provide the Community Center Board a standard form of rental agreement to be used where third parties lease the premises, and the Community Center Board shall ensure such agreements are signed by any party leasing any part of the Community Center through the Community Center Board.

H. The County shall be allowed to use the Community Center premises for any purpose without cost, but will be responsible for janitorial and clean up of its events. In the event of a declared emergency, the County will have the right to cancel prior reservations made by anyone for any reason and use the premises as needed to respond to that emergency. The premises shall be made available for precinct voting purposes each election or special election cycle with the County or Supervisor of Elections office responsible for security, janitorial services, and clean up.

I. Community Center Board, consistent with the standard form of rental agreement to be provided by the County, shall determine a schedule of fees for use of the premises, including clean up and security deposit, and shall charge such fees for any such use by private groups or individuals. The schedule of fees will be set at least once per year

and will be submitted to the County Manager not later than January 1 of each calendar year. Any updates to the fee schedule must be provided to the County Manager at the time of approval. The County Manager or his designee may cause the schedule of fees for all Community Centers to be published to the County's website. The County shall be exempt from payment of any fee for use, but shall be required to appropriately schedule its activity through the Community Center Board, and provide for janitorial service and clean up. Other governmental and public sector agencies may be exempted from the payment of fees in the same manner as the County, but only with the advance, written approval of the County Manager or his designee. No other activity shall be exempted from the payment of fees according to the approved schedule of fees.

J. The Community Center Board will recommend to the County actions regarding the Community Center premises including but not limited to proposed capital improvements, proposed County-sponsored events, or other matters pertaining to the Community Center for which the Community Center Board requires either the consent or cooperation of the County.

K. The Community Center Board may solicit and receive contributions or grants from any source for improvements to, operation or maintenance of the premises, and to expend such funds for that purpose.

L. The Community Center Board will operate on a twelve month (12) fiscal year and will adopt an annual balanced budget and submit a copy to the County within 30 days of its adoption, along with its annual financial statement. All budgets will be due each year no later than June 1.

M. Once every fifth fiscal year each Community Center Board at its expense will provide County a compilation of its financial statements for the prior year prepared by a certified public accountant. This will include, but is not limited to, balance sheet and revenues and expenses. The compilation shall be prepared and submitted to the County no later than sixty (60) from Community Center Board fiscal year end in the year it is due. Compilations shall be due from each Community Center Board in years ending in five (5) and zero (0). The first compilation shall be due no later than sixty (60) days from Community Center fiscal year end beginning in 2025; all statements will be due in any reporting year no later than June 1. The County, upon reasonable notice and at its own expense, shall have the right to inspect and/or audit the financial records of the Community Center Board at any reasonable time.

6. **WAIVER OF RENT.** Community Center Board shall have no obligation to pay any cash consideration to County for the use of the premises.

7. **UTILITIES.** The County shall provide basic utilities for the Community

Center, including electrical, solid waste, water and/or sewage. Community Center shall provide its own janitorial and other cleanup of the premises.

8. **PREMISES MAINTENANCE.** The County will provide structural maintenance of the building, premises and facilities, such as repair of air conditioning (HVAC), structural portions of the building, parking lot, tennis and basketball courts, pavilions, playground and recreational fields. In the event any standard kitchen appliance provided by the County such as an oven, range, or refrigerator cannot be repaired, then County will replace that appliance. The County will be responsible for mowing the premises. Community Center Board shall provide all other repairs and maintenance to the premises, including, but not limited to, non-standard or upgraded appliances or fixtures, light bulb replacement, and floor cleaning. This provision shall not preclude the Community Center Board from requesting assistance from the County from time to time with these repairs or maintenance. The County shall at all times have the right, but not the obligation, to physical inspection of the premises for needed repairs, maintenance, or other public purpose. All tables and chairs shall be the responsibility of each Community Center's governing board. All exterior signage shall be constructed, erected, or maintained exclusively by the County. Safety and regulatory signage on the premises shall be located or installed by and through the County only, and the Community Center Board shall do nothing to cause the removal of, relocation of, obstruction of, or interference with such signage. Temporary signage relating to events may be erected with the approval of the County or Community Center Board as applicable. Posters and bills may be placed only in areas designated for such posting.

9. **COUNTY RECREATION DEPARTMENT.** The Community Center Board recognizes that the County Recreation Department has a regular presence at the Community Center to deliver a wide array of recreational opportunities to citizens of the County, including but not limited to open gym, league sports, and tournaments. All recreation activities and recreation functions shall be provided through the County and at all times shall be distinct and separate from Community Center Board activities and functions. For purposes of this agreement, "recreation" is to be broadly construed to include all organized competitive individual or team sporting events, leagues, and related functions such as practice and tournament play; "recreation" does not include clinics, classes, or camps where competitive play is not involved. Recreation Department employees shall not be permitted by the County or the Community Center Board to engage in Community Center Board business for any reason. To avoid scheduling conflicts, the County and Community Center Board agree to employ a shared, online calendar that can be modified only by the County's and Community Center Board's approved representatives. In cases of potential conflict, the County and Community Center Board agree to confer immediately upon the discovery of such potential conflict, but in all cases the County shall have scheduling priority. The County shall not exercise this scheduling power in bad faith. No commitment for scheduling purposes shall be made until said time

has been cleared on the shared calendar and any potential conflicts have been cleared. Nothing about this part shall be construed to conflict with or supercede the provisions of section 5.H., *supra*.

10. **MISCELLANEOUS**. The County and Community Center Board shall have the right to perform other actions not inconsistent with the terms and conditions of this License which may be required to operate and manage the premises in the best interest of the County and its citizens.

11. **NO ASSIGNMENT**. This Agreement cannot be assigned or transferred to any person or entity by Community Center.

12. **GOVERNING LAW**. This Agreement shall be made under and shall be construed in accordance with the laws of the State of Florida, with the county court or circuit court of Columbia County being the sole and exclusive venue for any legal actions.

13. **EFFECTIVE DATE**. The effective date of this Agreement is upon signing by all parties.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

**COLUMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

Witness

By: _____
Robby Hollingsworth, Chairman

Print or type name

ATTEST: _____
James M. Swisher, Jr.
Clerk of Courts

Witness

Print or type name

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by **ROBBY HOLLINGSWORTH**, 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.

Notary Public, State of Florida

(NOTARIAL SEAL)

My Commission Expires:

**RICHARDSON COMMUNITY CENTER /
ANNIE MATTOX PARK (NORTH), INC.,**

Signed, sealed and delivered
in the presence of:

Witness

Print or type name

Witness

Print or type name

By: _____
Zack Paulk, President

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Zack Paulk, as the President of **RICHARDSON COMMUNITY CENTER / ANNIE MATTOX PARK (NORTH), INC.**, a Florida nonprofit corporation, who is personally known to me or who has produced a Florida driver's license as identification.

Notary Public, State of Florida

(NOTARIAL SEAL)

My Commission Expires: