

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**MARION COUNTY**

**AND**

**THE FRIENDS OF MARION COUNTY VETERANS PARK FOUNDATION, INC.**

This **MEMORANDUM OF UNDERSTANDING**, hereinafter referred to as “MOU,” is made and entered into by and between Marion County, a political subdivision of the state of Florida, hereinafter referred to as “COUNTY”, and the Friends of Marion County Veterans Park, Inc., 2528 East Silver Springs Blvd., Ocala, FL, 34470, hereinafter referred to as the “Friends,” (collectively the “Parties”).

**WHEREAS**, the COUNTY, owns and/or operates the Ocala/Marion County Veterans Memorial Park located at 2601 East Fort King St., Ocala, FL 34471 (herein referred to as the “Park”); and

**WHEREAS**, the Friends is a private non-profit corporation formed to promote awareness of the Park, provide opportunities for education and interpretation of historic military events and leverage their ability to obtain services and funding towards the completion of projects at the Park; and

**WHEREAS**, the COUNTY, in collaboration with the Veteran Services Department, Parks & Recreation Department, the Friends, the Veterans Council and other stakeholders, developed and obtained approval from the Board of County Commissioners of a Park Master Plan; and

**WHEREAS**, the Parties desire to enter into a Memorandum of Understanding setting forth the services to be provided and responsibilities assumed by the collaboration; and

**WHEREAS**, the Parties do understand and agree that all improvements included in the Park Master Plan and others planned independently, shall be completed within the policies and procedures as established and administered by the Board of County Commissioners and the County Administrator.

**NOW, THEREFORE**, it is hereby agreed by and between the Parties as follows:

**I. Description of Agencies**

**Marion County, Florida.** Marion County, Florida a Political Subdivision of the State of Florida, who owns and operates the Ocala/Marion County Veterans Memorial Park.

**State of Florida.** The Trustees of the Internal Improvement Trust Fund (TIITF) who owns 0.94 acres of land (PID# 28164-000-01) which is leased to the Florida Department of Highway Safety and Motor Vehicles, Florida Highway Patrol, and subleased to Marion County for use of the building known as the Veterans Services Exhibit & Education Center. This lease remains in effect until 2037.

**City of Ocala.** The City of Ocala, a Florida municipal corporation, having regulatory authority over special events at and improvements made to the Park through local jurisdictional rules and regulations.

**Friends.** The Friends of Marion County Veterans Park, Inc. a private non-profit, volunteer-staffed corporation whose mission is *“dedicated to creating and nurturing a majestic setting honoring Veterans and their families for their respective services and sacrifices made on behalf of the United States of America while fostering an educational venue to stimulate current and future generations of Marion County and beyond.”*

## **II. Purpose**

The Parties share a common goal to preserve, protect and promote the Ocala/Marion County Veterans Memorial Park not only for the benefit and education of Marion County citizens but also for the benefit of all veterans that have served our country in the time of peace and in the times of war.

The Parties hereto acknowledge and agree that the aforementioned recitals are true and accurate and are a material part of and predicate for this MOU. This MOU is executed for the purposes of formally recognizing the mutual commitments from both the COUNTY and the Friends for completing projects and hosting events.

## **III. Term of Memorandum of Understanding**

It is mutually understood between the Parties that the completion of the Park Master Plan be a primary focus of the Parties. To incentivize this priority, the term of this MOU shall be for five (5) years, with options to renew this MOU for no more than two (2) additional two (2) year terms, for a total of nine (9) years total, from the date of the agreement. It is also understood that from time to time, the list of projects included in the Park Master Plan may be amended periodically through approval of the Board of County Commissioners. Upon such amendment, the term of this MOU may also be amended to allow appropriate time for the completion of the approved projects. This MOU may be terminated at the any time for any reason by any of the Parties giving thirty (30) days written notice to other Parties.

Improvements, or alterations made to the Park by the Friends, their agents, donors or partners, without coordination with the Parks & Recreation Department, and approval by Marion County may result in the termination of this MOU.

## **IV. Testaments**

1. On September 7, 2022, the Parks & Recreation Department presented the Park Master Plan to the Board of County Commissioners who approved the plan.
2. On March 15, 2023, the Parties met to discuss project prioritization of the Park Master Plan and how the Parties can work together to implement certain projects expeditiously.
3. It was determined during the meeting that:
  - a. The Parks & Recreation Department will function as the primary designers and project managers for all improvements at the Park.

- b. The Parks & Recreation Department will collaborate with Veterans Services, Facilities Management, Public Relations and Information Technology when planning, reviewing and/or recommending projects for approval and will communicate with these departments as necessary.
  - c. Any projects that are not included in the Master Plan, must be presented to the Parks & Recreation Department upon discovery. The Friends may not commit to any project being completed by themselves or Marion County without express approval from Marion County, through the Parks & Recreation Department.
- 4. Any additions, deletions or deviations to the Park Master Plan, or any other new monument, plaque, sign or any other addition or improvement, must be presented to the Parks & Recreation Department for consideration and then submitted and approved by the Board of County Commissioners prior to the commencement of work.
- 5. The Friends may advertise and promote their events and projects at the Park with approvals provided by the County's Public Relations Department. All content, messaging and graphics related to or depicting the Park and/or Marion County shall be reviewed and approved by Public Relations.

## **V. Park Improvements**

- 1. To help meet the desired timelines for project completion, the Friends may select one or more of the Pre-Qualified Firms, provided in Exhibit B, within the following categories to provide specific professional services for projects at the Park:
  - a. Land Surveying Services (reference current contract number 19Q-051).
  - b. Architectural Services (reference current contract number 20Q-170).
  - c. Civil/Site Engineers for Miscellaneous Projects (reference current contract number 23Q-087).
  - d. Any consultants or professionals required for certain work who are not included in the lists of Pre-Qualified Firms, such as structural engineers, lighting designers, etc. may serve as a subconsultant through a Pre-Qualified Firm with that Firm's approval.
- 2. Should the Friends opt to use consultants which are not Pre-Qualified by Marion County (not included in Exhibit B), the selected consultants shall meet the same requirements as those who are pre-qualified, including:
  - a. Being subject to the Consultants Competitive Negotiation Act (CCNA) §287.55 F.S.
  - b. Capable of providing basic services such as roadway design, traffic studies, stormwater design, construction engineering inspection services, and utility design.
  - c. Ability to work directly for the Friends, or for the Friends in close coordination and cooperation with the Friends' consulting architect or other special consultants.
  - d. Provision of basic services including but are not limited to programming and conceptual design, schematic design, design development, model development, permitting construction documents, bidding (General Contractor Subcontracts), and construction administration, management and inspection services.
  - e. Provision of proof of insurability issued by a company authorized to do business in the State of Florida with an A.M. Best Company rating of at least A- for the required insurance(s) listed below:

- i. Professional Liability Insurance – with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Higher values may be required for projects valued in excess of \$5,000,000. Projects valued at \$5,000,000 or higher will need to be reviewed by the County’s Risk and Benefit Service Department to determine the appropriate Professional Liability limits. The policy must be maintained by the Consultants for the duration of the project.
  - ii. Workers Compensation and Employer’s Liability – coverage to apply for all employees at statutory limits in compliance with applicable state and federal laws.
  - iii. Commercial general liability – coverage must be afforded under a Commercial General Liability policy with limits not less than:
    - \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury.
    - \$2,000,000 each occurrence for Products and Completed Operations.
  - iv. Business Automobile Liability – coverage must be afforded including coverage for all owned vehicles, hired and non-owned vehicles for bodily injury, and property damage of not less than \$1,000,000 combined single limit each accident.
- f. The selected consultant shall also provide to the County proof of required license when applicable, proof of the consultant’s business location, and proof of the firm’s ability to do business in the State of Florida
3. The payment of all fees for professional consultants, including but not limited to engineers, architects, landscape architects, surveyors, geologists and other special consultants, shall be the responsibility of the Friends.
4. Upon selection of such professionals, a Project Kick Off Meeting will be scheduled by the Friends to discuss the project with the consultants and relevant Marion County department representatives.
5. The Friends shall develop a Scope of Work which will be submitted to the Parks & Recreation Department for review and approval. Upon approval, the Friends shall contract with the selected professional firms to provide the required design, permitting and construction management and monitoring for approved projects.
6. All site plans will require Marion County representative signatures.
7. All site plans shall be submitted to the City of Ocala, Growth Management, for site plan review and approval (site construction permit).
8. All building plans, structural plans and the like, shall be reviewed by the Facilities Management Department and all building permit applications shall be submitted to the Facilities Management Director for review and approval.
9. All building plans shall be submitted to the City of Ocala, Building Department, for review and approval (building permit).
10. The Friends may contract under their signature authority and fund various contractors to provide construction services for these projects.
11. All contractors and vendors utilized by the Friends shall possess the appropriate licenses and be capable of obtaining the required permits as required by the Florida Building Code and the City of Ocala.

- a. Prior to any construction commencing, a Pre-Construction Meeting will be scheduled by the Parks & Recreation Department to include members of the Friends, project consultants, contractors and the appropriate representatives from the County.
  - b. Upon completion of all construction work, the COUNTY shall inspect all work prior to acceptance.
  - c. All other projects not included in the Park Master Plan shall be the responsibility of the COUNTY.
12. All volunteers performing work at the Park shall make application to the Marion County Human Resources Department for screening and background checks in accordance with the County's Risk and Benefit Services Child Safety / Sextual Abuse & Misconduct Policy C13. Notification of approved screenings and background check shall be kept on file at Human Resources and copies provided to the Parks & Recreation Department.
  13. All improvements, upgrades or any other changes to the condition or nature of the Park, must comply with the Ocala/Marion County Veterans Memorial Park Design Standards provided by the Parks & Recreation Department.
  14. All improvements made to the Park become the property of Marion County.

## **VI. Events at the Park**

Public events at the Park are part of what make it a special place for the community and the Veteran population. In order to clarify the process of holding events at the Park, the following information will serve as a guide. Marion County reserves the right to deny permission for any request to have an event at the Park.

1. County events. Events scheduled, promoted and executed by Marion County. These events shall have priority preference in scheduling.
2. Friends events. Events scheduled, promoted and executed by the Friends organization. All events proposed by the Friends shall be presented to the County no later than 90 days prior to the event for approval.
3. All events require a complete Event Agreement to be submitted to the Veterans Services Department. The Veterans Services Department shall coordinate with the Parks & Recreation Department to confirm availability of the Park for the requested event.
4. Upon successful completion of the agreement and review by the Veterans Services Department for appropriateness, the request shall be provided to the Parks & Recreation Department for scheduling purposes.
  - a. The event organizer for each event shall provide the required insurance, naming the Board of County Commissioners as additionally insured.
  - b. Events such as the facilitation of memorial services may be scheduled within the 90 day period.

## **VII. Liability Insurance and Hold Harmless**

1. To the fullest extent permitted by law, the Friends assumes full risk and responsibility for its utilization of County's facilities and shall indemnify and hold harmless the County from and against all liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from participants, spectators or any action of the Friends as a result of the Friends' activities at the Park, provided that such liability, claims, damages, loss or expense is attributable to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by acts or omissions of the Friends, anyone directly or indirectly affiliated to them or with them or anyone whose acts they may be liable for, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.
2. The Friends shall maintain during the entire term of this MOU and all periods in which the Friends are in use of the Park, such commercial general liability insurance as will provide coverage for claims resulting in personal injury, bodily injury and or property damage, which may arise directly from the Friends' activity and use of the Park. The amount of insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The Friends shall be listed as Friends of Marion County Veterans Park, Inc. on the Certificate of Insurance as the named insured. The Friends shall ensure delivery of the certificate of insurance to the Marion County Parks & Recreation Department at 111 SE 25th Ave, Ocala FL 34471 no less than thirty (30) days prior to the initial activities of the Friends for the current year. If insurance is not procured by Friends, the Friends will not be eligible to participate with any activities until proper insurance documentation is provided. The Certificate of Insurance must be issued by a company authorized to do business in the State of Florida with an A.M. Best Company rating of at least A-, and evidencing the Friends has obtained, and paid all premiums for, insurance coverage required hereunder. Such certificates shall list Marion County, a political subdivision of the State of Florida, Board of County Commissioners, as an additional insured. The Friends must provide to the County any notification of cancellation within ten (10) business days; and contain a severability of interest provision so that the County is treated as if a separate policy of insurance was in existence. These insurance requirements do not relieve or limit the liability of the Friends. The County does not represent that these types or amounts of insurance are sufficient or adequate to protect Friends interests or liabilities but are merely minimums. Should the Friends desire insurance protecting its personal property from casualty or damage while on the Park, it will purchase such insurance, it being expressly understood that the County is not obligated to purchase any insurance. The insurance required of the Friends, or any insurance of the Friends shall be considered primary, and any insurance or self-insurance of the County shall be considered excess, as may be applicable, to claims against the County, which may arise.

## **VIII. Roles and Responsibilities of the Parties**

1. The Friends shall:
  - a. Use best efforts to raise awareness of the Ocala/Marion County Veterans Memorial Park and recognize the sacrifices our veterans have given to our Country.

- b. Solicit private, public and grant funding to support approved Master Plan improvements at the Park in accordance with Marion County policies and procedures.
  - c. Provide recommendations for Park improvements to be considered as additions, deletions, or deviations to the Master Plan.
  - d. Provide information, orientation, and assistance to Park visitors, thereby facilitating a greater visitor experience, use and recognition of the Park.
  - e. Provide assistance in maintenance of all monuments, memorials, sidewalks, and other features of the park with approval from the Parks & Recreation Department on a per feature basis.
2. Various County departments that have specific and shared responsibilities at the Park:
- a. Veterans Services and Public Relations are the lead departments for events in the Park which are sponsored and/or conducted by Marion County.
  - b. Public Relations is responsible for marketing and promotion of events that are sponsored and/or conducted by Marion County and is responsible for reviewing all information being proposed or utilized at the Park.
  - c. Facilities Management is responsible for all capital improvements, utility infrastructure and serves as the owner/custodian of the Park on behalf of the County Administrator.
  - d. Parks & Recreation is responsible for all general maintenance, operating costs and development of capital improvement projects with the guidance and assistance of Facilities Management.
  - e. County overall responsibilities include:
    - i. General upkeep of the Park whether provided by contractors or in-house labor (mowing, landscaping, tree care, cleaning, and maintenance).
    - ii. Provide repair services (structural, electrical, data, water, sewer, etc.).
    - iii. Provide assistance for events at the Park (transportation of equipment such as bleachers, chairs, etc. and staffing as needed).
    - iv. Provide design services for capital projects (master planning, park planning, design documents and renderings).
    - v. Provide construction administration and contract management for capital projects (bidding, contract negotiations, permitting and project closeout).

## **VI. Amendment**

This MOU may only be amended by mutual written agreement of both Parties.

## **VII. Assignment**

This MOU, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Parties without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have entered into this MOU by their duly authorized officers on the date of the last signature below.

**MARION COUNTY, FLORIDA  
A POLITICAL SUBDIVISION OF THE  
STATE OF FLORIDA**

**ATTEST:**

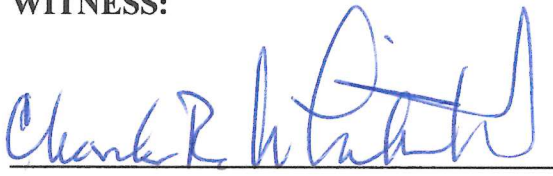
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Greg C. Harrell, Clerk Date

\_\_\_\_\_  
Kathy Bryant, Chairman Date

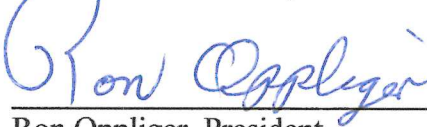
**APPROVED AS TO FORM:**

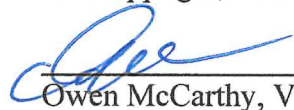
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County Attorney Date

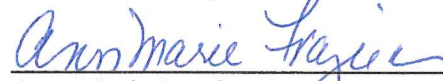
**WITNESS:**

  
\_\_\_\_\_  
Charles Whitehead

**FRIENDS OF MARION COUNTY  
VETERANS PARK, INC.**

 9 Oct 25  
\_\_\_\_\_  
Ron Oppliger, President Date

 7 Oct 25  
\_\_\_\_\_  
Owen McCarthy, Vice President Date

 9 Oct 25  
\_\_\_\_\_  
Ann Marie Frasier, Secretary Date

 7 Oct 25  
\_\_\_\_\_  
Elaine Middleton, Treasurer Date



## **“EXHIBIT A”**

Description of New Park Monuments and New Park Features as listed on the Park Master Plan and approved by the Marion County Board of County Commissioners for installation at

Ocala/Marion County Veterans Memorial Park, 2601 E. Fort King Street, Ocala, FL 34471

### **New Park Monuments**

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- A. Kneeling Soldier Monument
- B. Fallen Soldier Monument
- C. Family Monument
- D. Aviation Monument
- E. Korean War Monument
- F. Landmark Monument
- G. War on Terrorism Monument
- H. Fort King Soldier Monument

### **New Park Features**

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- I. Storage Shed Brick Wall
- II. Donor Recognition Wall
- III. Restroom Addition to Volunteer Building
- IV. Retrofit SW Entry Sign
- V. Timeline Wall Along DRA
- VI. 50 Flags Renovation
- VII. Parking Lot & Entry Reconfiguration
- VIII. Digital Entry Sign
- IX. ‘Gold Star’ Family Parking
- X. Meditation Pavilion
- XI. Remove Sidewalk
- XII. Retrofit Existing Sign
- XIII. Remove Existing Sign
- XIV. Retrofit Existing Sign
- XV. Entrance Gate
- XVI. Regrade DRA

## **“EXHIBIT B”**

List of Pre-Qualified Firms per Marion County contract.

### **Land Surveying Services – Marion County Contract 19Q-051**

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Causseaux, Hewett & Walpole, Inc.  
EDA engineers-surveyors-planners, Inc.  
JCH Consulting Group, Inc.  
Ardurra Group, Inc.

### **Architectural Services – Marion County Contract 20Q-170**

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Architecture Studio, Inc.  
Partin Architecture  
Walker Architects, Inc.  
Rispoli & Associates, Inc.  
Skinner Vingola McLean, Inc.

### **Civil/Site Engineers for Miscellaneous Projects – Marion County Contract 23Q-087**

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Ardurra Group, Inc.  
Causseaux, Hewitt & Walpole, Inc.  
Davis Dinkins, PA  
Guerra Development Corporation  
Halff Associates, Inc.  
JBrown Professional Group, Inc.  
Kimley-Horn & Associates, Inc.  
Michael W. Radcliffe Engineering, Inc.  
Tillman and Associates, LLC