

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

MARION COUNTY

AND THE

CITY OF BELLEVUE

**FOR REPAIRS AND IMPROVEMENTS TO LIGHTING SYSTEM AT
BELLEVUE SPORTSPLEX**

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 City of Bellevue, a Florida municipality, hereinafter referred to as the "CITY," (collectively, the "Parties," and respectively, the "Party").

WHEREAS, the COUNTY, through Interlocal Agreements, manages the Bellevue Sportsplex (herein referred to as "Park") located within the limits of Bellevue; and

WHEREAS, unforeseen electrical issues have created unsafe conditions at the baseball fields located within the Park necessitating a substantial repair and upgrade project; and

WHEREAS, the COUNTY has obtained three separate quotes to address the electrical needs at the Park which included one option to use overhead wiring, a second option to use underground wiring and the existing lights, and a third option to use underground wiring with an upgrade to LED lighting; and

WHEREAS, the COUNTY committed to fund the first option of using overhead wiring and presented all three options to the CITY for its consideration of providing funding assistance for any of the three options; and

WHEREAS, the CITY opted to contribute to the third option to use underground wiring and LED lighting and provide the additional funds to meet the difference in cost between the first option and third option; and

WHEREAS, the CITY has committed to investing \$316,599 towards the repair and upgrade project; and

WHEREAS, the COUNTY has committed to investing \$437,000 towards the project, bringing the total Project budget to \$752,880; and

WHEREAS, the COUNTY agrees to provide project management and coordination of the work associated with the project to complete the project; and

WHEREAS, upon completion, the COUNTY shall continue to provide management services for the Park and provide electrical system utilization training to the league operating the baseball facilities at the Park; and

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions to be complied with by the respective Parties, the Parties hereto **AGREE AS FOLLOWS**:

I. PURPOSE

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 purpose of clarifying the roles the COUNTY and the CITY are assigned herein.

II. IMPROVEMENTS

CITY and COUNTY mutually agree to have the lighting of the baseball fields at the Park repaired using underground wiring and upgrade the lights to LED. The cost to complete the Project shall not exceed \$752,880, inclusive of labor cost, material cost, and ten percent (10%) overhead and profit.

CITY shall provide \$316,599 (plus a five percent (5%) contingency) towards the cost of the project to COUNTY upon request by COUNTY. Nothing herein shall further obligate CITY to appropriate or expend additional funds in the event the total project budget is inadequate to complete the project.

COUNTY has committed \$437,000 (plus a five percent (5%) contingency) in funding for the cost of the project in its 2025-2026 fiscal year budget. Nothing herein shall further obligate COUNTY to appropriate or expend additional funds in the event the total project budget is inadequate to complete the project.

Any improvements constructed as part of the Park shall remain property of the CITY.

III. AMENDMENT

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

V. 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.

VI. INDEMNIFICATION

The CITY shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and descriptions brought against

COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons arising from or in connection with CITY's ownership, possession, use, or misuse of the Park or any negligent act or omission of the CITY, or its employees, officers, or agents, in performing this MOU. In accordance with Section 768.28(19), Florida Statutes, nothing herein shall require either Party to indemnify or insure the other Party for the other Party's negligence or to assume any liability for the other Party's negligence.

VII. TERM OF MEMORANDUM OF UNDERSTANDING

THIS MOU shall run through the duration of the project with an expected duration of no more than 120 days. Either Party can terminate this MOU at any time during the initial or (later agreed upon) renewal terms with ten (10) days advance written notice.

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, A POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA**

ATTEST:

Kathy Bryant, Chairman

Date

Gregory C. Harrell, Clerk

Date

APPROVED AS TO FORM:

 10/17/25

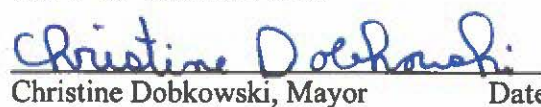
County Attorney Date

ATTEST:

 10/21/2025

Lezli Merritt, City Clerk Date

CITY OF BELLEVIEW

 10/21/25

Christine Dobkowski, Mayor Date