

**MEMORANDUM OF UNDERSTANDING
REGARDING AIRCRAFT HANGARS**

Between

**The Board of County Commissioners of Marion County and
William "Billy" Woods, as Sheriff of Marion County**

This Memorandum of Understanding is entered into between the Board of County Commissioners of Marion County, Florida, a political subdivision of the State of Florida ("County"), and William "Billy" Woods, in his official capacity as the Sheriff of Marion County ("Sheriff") (collectively, the "Parties"):

WHEREAS, the Sheriff possesses aircraft and maintains an Aviation Unit to provide invaluable law enforcement services to the citizens of Marion County;

WHEREAS, the County has the power to acquire, construct, repair, improve, maintain, operate, and finance capital improvements with the use of tax revenues;

WHEREAS, the Sheriff currently leases real property at the Ocala International Airport from the City of Ocala and the County has joined the lease as a Co-Tenant to meet the statutory requirements with respect to the leasing of property for public purposes, as provided in Section 125.031, Florida Statutes;

WHEREAS, the Sheriff currently owns and occupies a hangar that is located on the leased real property at the Ocala International Airport;

WHEREAS, construction of capital improvements for the Sheriff's use upon the airport property is in the best interests of the citizens of Marion County;

WHEREAS, the expenditures associated with this agreement are reasonable and necessary for the proper and efficient operation of the Office of the Sheriff; and

WHEREAS, the use of the property and the capital improvements contemplated pursuant to this agreement will preserve the equipment of the Sheriff, enhance the effectiveness of the Sheriff's Aviation Unit, and provide a continuing benefit to the taxpayers of Marion County;

NOW THEREFORE, in consideration of the foregoing, and the exchange of the mutual covenants set forth herein, the County and Sheriff agree as follows:

Section 1. Purpose and Authority

- a. This Memorandum of Understanding is entered into for the purposes of outlining the terms and conditions of constructing improvements on the land leased by the Sheriff from the City at the Ocala International Airport; establishing ownership interests of such future improvements and existing structures on the premises; and setting forth the Sheriff's right to occupy future improvements and existing structures on the premises.

- b. The authority to enter into this Memorandum of Understanding is provided by Florida law, including Chapters 30, 125, and 163, Florida Statutes.

Section 2. Existing Lease

- a. On or about February 1, 2011, the Sheriff entered into an agreement with the City of Ocala to lease real property at the Ocala International Airport. Said agreement will be referred to hereafter as "Ground Lease and Amendments," incorporated herein and attached as "Exhibit A." The real property that is the subject of the Ground Lease and Amendments, as well as this Memorandum of Understanding, is more particularly described in the "Restated Lease Parcel per Amendment No. 1 to Marion County Sheriff Hangar Lease (Unrecorded) Dated March 19, 2019 Description" attached as "Exhibit B," and "Sketch of Description," attached as "Exhibit C," both of which are incorporated herein.
- b. Pursuant to the Ground Lease and Amendments, the Sheriff currently pays monthly rent in the amount of \$1,479.06 to the City of Ocala in exchange for his use of, and authorization to construct improvements at, the leased premises.
- c. By way of a Second Amendment, the term of the Ground Lease between the Sheriff and the City spans from August 1, 2024, to July 31, 2064, with options to renew for two additional 5-year terms.

Section 3. Sheriff's Rights, Duties, and Responsibilities

- a. By executing this Memorandum of Understanding, the Sheriff conveys to the County his ownership interest in, and title to, the hangar he currently owns and occupies at the Ocala International Airport. This hangar is more particularly described in "Exhibit D," attached. Despite conveyance of ownership to the County, the Sheriff is entitled to continue occupying said hangar.
- b. The Sheriff will manage the design and construction of improvements on the property he leases at the Ocala International Airport in cooperation with Marion County Facilities Management and in accordance with the terms of the Ground Lease and Amendments. An approximate draft of the improvements, as anticipated at the time of this agreement, is attached as "Exhibit E."
- c. The Sheriff agrees to engage the services of contractors, consultants, and suppliers, who have been vetted and approved by the County for this project. If no company for required services for this project have been vetted and approved by the County, the Sheriff agrees to properly do so using his established processes (e.g., if the project requires an FAA widget installation and the County does not already have an approved widget installer, prior to hiring a company, the Sheriff will ensure the company meets procurement selection requirements).
- d. Upon receipt of a bill or invoice in connection with this project, the Sheriff will submit purchase requisitions to the County for approval and remittance of payment to the contractor(s) via the established process for 1 cent sales tax expenditures.

- e. After completion of the construction project, the Sheriff is entitled to occupy the improvements and use them for Sheriff's operational needs as regulated or authorized by FAA Airport Compliance Order 5190.
- f. The Sheriff agrees to pay for utilities associated with the improvements, including electricity, gas/propane, telephone, water and/or sewer charges, and garbage and trash collection, if applicable, except those negotiated or required as part of the contractor's, subs, or their assigns, as necessary to carry out their construction activities.
- g. The Sheriff shall maintain commercial liability and contents insurance (or a comparable form of self-insurance or liability coverage) for the leased premises.

Section 4. County's Rights, Duties, and Responsibilities

- a. The County agrees that the Sheriff may continue to occupy the current hangar described in Exhibit D, and agrees to undertake maintenance of said hangar, the County having joined the ground lease at the Ocala International Airport between the Sheriff and City of Ocala as a Co-Tenant in order to meet the statutory requirements with respect to the leasing of property for public purposes, as provided in Section 125.031, Florida Statutes;
- b. The County agrees to abide by the terms of the Ground Lease and Amendments, as applicable, including those terms that pertain to the construction of improvements on the premises, and compliance with the City of Ocala's ordinances, codes, and regulations, the Ocala International Airport Development Standards, and Federal Aviation Administration regulations.
- c. The County agrees to fund the construction of improvements on the premises leased by the Sheriff at the Ocala International Airport. The improvements will be funded as a Sales Tax 2 Project. The cost of the project is not to exceed \$2,500,000.00.
- d. The County's Facilities Management Department will cooperate with the Sheriff in good faith as the Sheriff manages the design and construction of improvements. The County agrees that where plans must be approved, approval shall not be unreasonably delayed or withheld, and agrees to facilitate the timely execution of required documents such as permits and legal descriptions.
- e. The County agrees that the Sheriff shall have exclusive possession of the improvements constructed under this Memorandum of Understanding.
- f. Upon completion of the construction of the improvements, the Marion County Board of County Commissioners will own the improvements and Marion County Facilities Management will maintain the improvements.
- g. The County shall maintain general liability insurance (or a comparable form of self- insurance or liability coverage) for the leased premises and improvements.

- h. The County may sell the improvements in a private sale in accordance with the terms of the Ground Lease and Amendments.

Section 5. Effective Date, Term, and Termination

- a. This Memorandum of Understanding shall become effective upon execution by both parties.
- b. This Memorandum of Understanding shall continue until such time as the Ground Lease and Amendments terminates, or pursuant to breach, as provided below.

Section 6. Notice of Breach Termination for Cause

- a. If either party believes the other party has materially breached any term of this Memorandum of Understanding, it shall provide written notice to the other party, setting forth with specificity the nature of the alleged breach.
- b. The party receiving notice shall have thirty days to cure the alleged breach.
- c. If, after thirty days of receipt of the notice, the breach has not been cured, the non-breaching party shall file an action for declaratory judgment. If the court presiding over that action determines that a breach has occurred and that it was not cured within the thirty-day cure period, the non-breaching party may terminate this Memorandum of Understanding.

Section 7. Sovereign Immunity

All parties to this agreement are state agencies or political subdivisions as defined in Florida Statute §768.28 and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein shall operate as a waiver of the parties' sovereign immunity pursuant to the Florida Constitution and Florida Statute §768.28.

Section 8. Entire Agreement

This Memorandum of Understanding represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations (if any) made by and between the parties. The provisions of this agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this agreement signed by both parties.

Section 9. Notices

All notices, certifications, or communications required by this Memorandum of Understanding shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission, with a confirming copy mailed by registered or certified mail, return receipt requested. Notices can be concurrently delivered by e-mail.

Notices shall be addressed to the parties as follows:

To County:

Chair of the Board of County Commissioners
601 SE 25th Avenue, Ocala, Florida 34471

With copies to:

County Administrator
601 SE 25th Avenue, Ocala, Florida 34471
-and-

County Attorney
601 SE 25th Avenue, Ocala, Florida 34471

To Sheriff:

Sheriff of Marion County
Hand Delivery: 692 NW 30th Avenue, Ocala, Florida 34475
Mail: P.O. Box 1987, Ocala, Florida 34478

With a copy to:

Sheriff's Legal Division
Hand Delivery: 692 NW 30th Avenue, Ocala, Florida 34475
Mail: P.O. Box 1987, Ocala, Florida 34478
E-Mail: legal@marionso.com

Section 10. Counterparts

This Memorandum of Understanding may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

Signatures on following page

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the dates set forth below.

MARION COUNTY

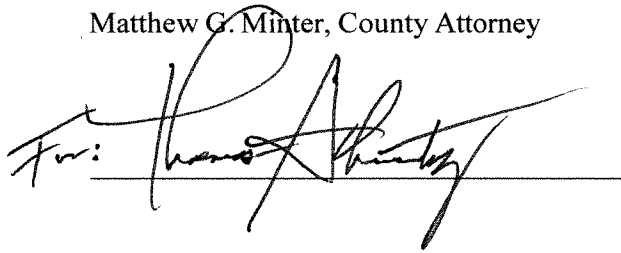
By: Kathy Bryant, Chairman
Board of County Commissioners

Signature

Date

ATTEST:
Gregory Harrell, Clerk of Court

APPROVED AS TO FORM:
Matthew G. Minter, County Attorney

For: 

WILLIAM "BILLY" WOODS
SHERIFF OF MARION COUNTY

Signature

Date

ATTEST:
Witness to Sheriff Woods

APPROVED AS TO FORM:
Marissa Duquette, General Counsel