

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

MARION COUNTY

AND THE

TOWN OF REDDICK

**FOR DEVELOPMENT AND LIMITED MANAGEMENT OF
REDDICK PARK**

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 Town of Reddick, hereinafter referred to as the "TOWN," (collectively the "Parties").

WHEREAS, the TOWN desires to have a small park created (herein referred to as "Reddick Park" or "Park") on property owned by Marion County Public Schools (herein referred to as "MCPS") within the town limits; and

WHEREAS, TOWN and MCPS will be entering into a separate lease agreement, in which the TOWN is allowed to utilize the subject property as a park, subject to certain conditions; and

WHEREAS, the TOWN has committed to investing \$150,000 towards capital improvements including a playground, a walking trail and a standard bathroom for Reddick Park (the "Project"); and

WHEREAS, the COUNTY has committed to investing \$300,000 towards the Project, bringing the total Project budget to \$450,000; and

WHEREAS, the COUNTY agrees to provide professional design and construction management services to complete the Project on behalf of the TOWN; and

WHEREAS, upon completion, the COUNTY shall provide limited management services for the Park by conducting routine safety inspections of the playground, reporting any safety related deficiencies associated with the playground to the TOWN, and repairing and/or replacing of components of the playground identified in such safety report; and

WHEREAS, the TOWN agrees to assume all costs for utilities, routine cleaning of the restroom, and maintenance of the Park; and

WHEREAS, the TOWN agrees to provide sufficient funding to the COUNTY for all costs of maintenance and upkeep of the Park on an annual basis. The amount shall be determined by the COUNTY using average costs of maintaining similar COUNTY-managed parks;

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 purposes of clarifying the roles the COUNTY and the TOWN are assigned herein.

II. FACILITIES OPERATIONS

1. The TOWN, through a Land License Agreement from the MCPS, agrees to the terms and conditions included in said Land Lease Agreement. The TOWN further represents and guarantees that the terms and purposes the Land Lease Agreement are compatible with the terms and purposes of this MOU. This MOU is contingent upon the execution of the Land Lease Agreement and the terms of said Land Lease Agreement being consistent with the terms of this MOU.
2. The TOWN, through this MOU, assumes maintenance responsibilities for the completed Reddick Park.
3. In lieu of performing park maintenance functions, the TOWN agrees to provide no less than \$13,500 in funding annually to the COUNTY for maintenance services. The minimum annual funding amount may be adjusted annually by the COUNTY, at its sole discretion, as necessary to provide the maintenance and management services described herein. In the event that TOWN disputes the necessity of an increase in such funding, TOWN and COUNTY shall negotiate in good faith to agree to a mutually acceptable solution which may include a reduced scope of services.
4. The COUNTY, through its Parks & Recreation Department, shall provide the following services, in a similar manner to how it conducts such services in other parks operated by the COUNTY:
 - a. General upkeep of Reddick Park, including inspecting the site for litter and debris, emptying of trash receptacles, and the removal of litter.
 - b. Keeping the walking trail clear of debris which may create safety hazards or impair accessibility.
 - c. Maintenance and cleaning of the restroom to include the replacement of products such as toilet paper, hand towels, and soap.
 - d. Providing scheduled safety inspections of the playground through the Certified Playground Safety Inspector protocols established by the National Recreation and Park Association.
 - e. Maintaining the playground in a manner consistent with playgrounds at other County parks, including re-nourishment of safety surfacing, routine repairs, and replacement of worn or damaged components.
5. The TOWN shall be responsible for any utility costs including water, wastewater, and electrical power.
6. This MOU shall not be interpreted to assign any ownership interest in Reddick Park to the COUNTY or responsibility for its operation except as explicitly described in this MOU.

III. IMPROVEMENTS

TOWN authorizes COUNTY to design and construct the Project on behalf of TOWN. TOWN shall provide \$150,000 towards the cost of the Project to COUNTY upon request by COUNTY.

COUNTY has committed \$300,000 in funding for the cost of the Project in its 2023-2024 fiscal year budget. Nothing herein shall 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 TOWN. Upon the termination of this MOU, all removable improvements shall be removed at the expense of the TOWN and all developed areas shall be restored to the pre-development conditions as agreed by all parties.

IV. 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 TOWN 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 TOWN's ownership, possession, use, or misuse of Reddick Park or any negligent act or omission of the TOWN, 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 have an initial term of twenty (20) years and thereafter shall automatically renew every five (5) years for an additional five (5) terms. Either party can

terminate this MOU any time during the initial or the renewed terms with a 180 days advance 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:

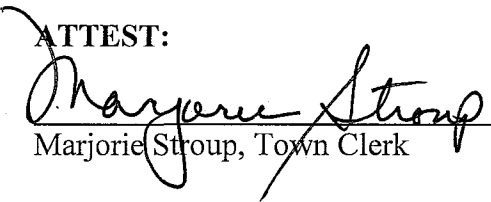
Craig Curry, Chairman Date

Greg C. Harrell, Clerk Date

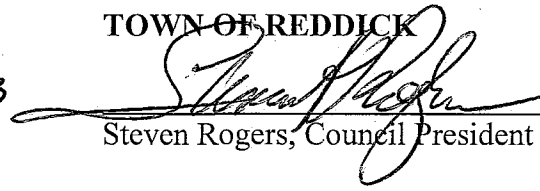
APPROVED AS TO FORM:


County Attorney Date

ATTEST:

 5/4/23
Marjorie Stroup, Town Clerk Date

TOWN OF REDDICK

 5/4/23
Steven Rogers, Council President Date

 5/4/23
John Vetter, Mayor Date