

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
MARION COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE SCHOOL BOARD OF MARION COUNTY, FLORIDA**

This Memorandum of Understanding is hereby made and entered into this ____ day of June, 2026 by and between THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS hereinafter called “**COUNTY**” AND THE SCHOOL BOARD OF MARION COUNTY, FLORIDA hereinafter called “**BOARD**” (individually referred to as “Party,” and collectively as “Parties”).

WHEREAS, in celebration of America 250, our Nation will commemorate and celebrate the 250th anniversary of the signing of the Declaration of Independence, and,

WHEREAS, the COUNTY is partnering with various organizations countywide, including the Dunnellon Area Chamber of Commerce, and

WHEREAS, the COUNTY is desirous to plan a celebration of the 250th anniversary of the signing of the Declaration of Independence, “Marion Celebrates America 250” on July 4, 2026, and,

WHEREAS, the COUNTY is desirous of holding such celebration on BOARD-owned property at Dunnellon High School located at 10055 SW 180th Avenue Road, in Dunnellon, FL (PROPERTY) and,

WHEREAS, the BOARD is in agreement to allow such an event on BOARD-owned property at Dunnellon High School campus;

NOW, THEREFORE, in consideration of the covenants herein contained, accepting the above WHEREAS clauses as true and incorporating the same as if stated herein, it is mutually agreed by the parties as follows:

1. BOARD AGREES TO

The Board agrees to the following:

1. Use of Property

- Permit the COUNTY to use portions of the Dunnellon High School Campus located at 10055 SE 180th Avenue Road, Dunnellon, Florida (PROPERTY) solely for the purpose of hosting the America 250 / July 4, 2026 celebration.
- Allow access only to those areas identified and approved in advance by the BOARD as shown in Exhibit A – Boomtown Blast.

2. Access and Hours

- Approve event activities on July 4, 2026, between the hours of 5:00 PM and 10:00 PM, including reasonable setup and cleanup periods as coordinated with school administration.
- Retain the right to limit access to any area deemed unsafe or not appropriate for public use.

3. Oversight and Protection of School Property

- Require the COUNTY to protect school facilities, fields, utilities, and equipment; keeping them safe and in good condition.
- Reserve the right to inspect the PROPERTY before, during, and after the event.

4. Right to Require Compliance

- Require compliance with all BOARD policies, Marion County Public Schools regulations, and applicable state and local laws.
- Require the COUNTY to immediately correct any unsafe condition or policy violation.

5. Cancellation Authority

- Retain the right to cancel or suspend the event if conditions exist that pose a safety risk, violate policy, or materially breach this MOU.

2. COUNTY AGREES TO

The COUNTY shall be solely responsible for the planning, coordination, execution, and operation of the event and agrees to the following:

1. Event Management

- Plan and manage all aspects of the event, including vendors, volunteers, entertainment, fireworks, sound, staging, children’s activities, and food service.
- Ensure all activities remain within the approval areas of the PROPERTY.

2. Security and Public Safety

- Provide required law enforcement officers, security personnel, and crowd control measures for the duration of the event.
- Coordinate emergency medical services, fire protection, and emergency access routes.
- Ensure fireworks operations comply with all state, county, and fire marshal requirements.

3. Vendors and Contractors

- Be solely responsible for all vendors, contractors, volunteers, and pyrotechnics providers.
- Ensure all vendors and contractors maintain required licenses, permits, and insurance.
- Ensure food vendors comply with health department regulations.

4. Insurance and Risk Assumption

- Maintain all insurance required under this MOU and ensure policies remain in force for the full duration of the event, including setup and teardown.
- Name the BOARD as an additional insured as required.

5. Indemnification

Notwithstanding anything to the contrary set forth in this MOU, each Party agrees to be responsible, to the extent allowed by law, for any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and action of whatever kind or nature arising out of the MOU, including attorney’s fees and costs (and costs and fees on appeal as well as for litigating the issue of the amount of fees to be awarded), and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of the MOU by such Party, its officers, board members, agents, representatives or employees. This Section shall not be construed in any way to alter COUNTY’s or BOARD’s waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes with respect to actions in tort, contract, or otherwise. Pursuant to Section 768.28, Florida Statutes, nothing in the agreement may require COUNTY to indemnify or insure BOARD for BOARD’s negligence, or vice versa.

6. Damage and Restoration

- Be responsible for any damage to school property.
- Restore the site to its original or better condition immediately following the event.
- Reimburse the BOARD for any repairs or extraordinary cleaning costs incurred by the BOARD.

7. Cleanup and Waste

- Provide trash removal, restroom facilities, and post-event cleanup to BOARD standards.
- Remove all equipment, signage, and debris promptly after the event.

3. INSURANCE REQUIREMENTS (EXHIBIT A LANGUAGE)

A. General Requirements

- All insurance shall be issued by companies authorized to do business in the State of Florida and rated A- or better by A.M. Best.
- Certificates of Insurance must be provided to the BOARD no less than 30 days prior to the event.
- Policies must be primary and non-contributory to any insurance maintained by the BOARD.

B. COUNTY Insurance

The COUNTY shall maintain, at its sole cost, the following coverage:

1. Commercial General Liability
 - Minimum limits: \$1,000,000 per occurrence / \$2,000,000 aggregate
 - Coverage to include bodily injury, property damage, personal injury, contractual liability, and products/completed operations.
 - Must include fireworks and pyrotechnics, if not covered elsewhere.
2. Special Event Liability (First Dollar Policy)
 - Minimum limit: \$1,000,000 per occurrence
 - The School Board of Marion County, Florida, must be named as Additional Insured.
3. Automobile Liability
 - Minimum limit: \$1,000,000 combined single limit
 - Applies to owned, hired, and non-owned vehicles used for the event.
4. Workers' Compensation
 - As required by Florida law for COUNTY employees.
 - Volunteers must be covered or expressly waived under COUNTY policy.

C. Fireworks / Pyrotechnics Vendor Insurance

Any fireworks or pyrotechnics provider shall carry:

- General Liability Minimum: \$5,000,000 per occurrence.
- Products/Completed Operations included.
- Name both the COUNTY and the BOARD as Additional Insureds.
- Provide proof of licensing and permits no less than 30 days prior to the event.

D. Vendors and Contractors

- Each vendor and contractor shall carry general liability insurance with limits of at least \$1,000,000 per occurrence.
- Certificates must name the COUNTY and the BOARD as Additional Insureds where applicable.

4. ADDITIONAL TERMS AND CONDITIONS

1. No Alcohol

No alcoholic beverages shall be sold, dispensed, possessed, or consumed on the PROPERTY at any time during the event, including during setup and takedown, unless expressly approved in writing in advance by the BOARD and permitted by applicable law. The COUNTY shall be responsible for enforcing this requirement with all vendors, contractors, volunteers, participants, and attendees.

2. No Gambling

Gambling of any kind, including but not limited to games of chance, raffles, lotteries, wagering, or betting for money or items of value, is strictly prohibited on the PROPERTY. The COUNTY shall ensure that no gambling activities occur in connection with the event and shall be responsible for the enforcement of this provision.

3. Force Majeure

Neither party shall be liable for failure or delay in the performance of its obligations under this MOU if such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, severe weather, fire, flood, governmental orders, public safety emergencies, or other events outside the reasonable control of the parties. In such circumstances, the BOARD reserves the right to cancel, postpone, or modify the event as necessary in the interest of public safety.

4. Assignment

This MOU may not be assigned, transferred, or delegated, in whole or in part, by the COUNTY without the prior written consent of the BOARD. Any attempted assignment without such consent shall be null and void.

5. Governing Law and Venue

This MOU shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any legal action arising out of this MOU shall lie exclusively in the state courts located in Marion County, Florida.

6. No Employment Relationship



Nothing in this MOU shall be construed to create an employer-employee relationship between the BOARD and the COUNTY, or between the BOARD and any contractors, vendors, or volunteers associated with the event. All individuals providing services or volunteering in connection with the event shall be under the sole direction and control of the COUNTY and shall not be considered employees, agents, or representatives of the BOARD for any purpose.

7. No Waiver of Sovereign Immunity

Nothing contained in this MOU shall be construed as a waiver of sovereign immunity by the BOARD or the COUNTY beyond the limits set forth in Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have executed this MOU, effective the _____ day of _____, 2026.

THE SCHOOL BOARD OF MARION COUNTY, FL


~~Dr. Sarah James, Board Chair~~ *Lori Conrad*
Vice Chair

 Danielle Brewer, Ed.D., Superintendent

ATTEST:

MARION COUNTY BOARD OF COUNTY COMMISSIONERS

Carl Zalak III, Chair

EXHIBIT A - BOOMTOWN BLAST Independence Day Celebration July 4, 2026 Event Scope

BOOMTOWN BLAST

INDEPENDENCE DAY CELEBRATION

JULY 4, 2026

5-10 PM

DUNNELLON HIGH SCHOOL
10055 SW 180TH AVE. RD.

MARION CELEBRATES



AMERICA

250

LIBERTY LIVES HERE

BOOMTOWN BLAST

INDEPENDENCE DAY CELEBRATION

JULY 4, 2026
5-10 PM
DUNNELLON HIGH SCHOOL
10055 SW 180TH AVE. RD.

As the United States approaches its 250th anniversary of independence, communities across the nation are preparing to commemorate this historic milestone with reflection, pride, and celebration. In Marion County, Florida, our Dunnellon-based volunteer-led committee is proud to help present a dynamic, community-centered event at Dunnellon High School that honors both the Nation's founding and the spirit of the local unity in the community that continues to define it. Planned for July 4, 2026, this large-scale patriotic celebration will transform the school's football stadium into a gathering with entertainment for local community members of all ages. Running from 5 to 10 PM, the event is designed to offer a full evening of fun and meaningful tribute, culminating in a synchronized fireworks display beginning at approximately 9 PM. This finale will be coordinated with three additional sites across Marion County, creating a shared, countywide moment of celebration.

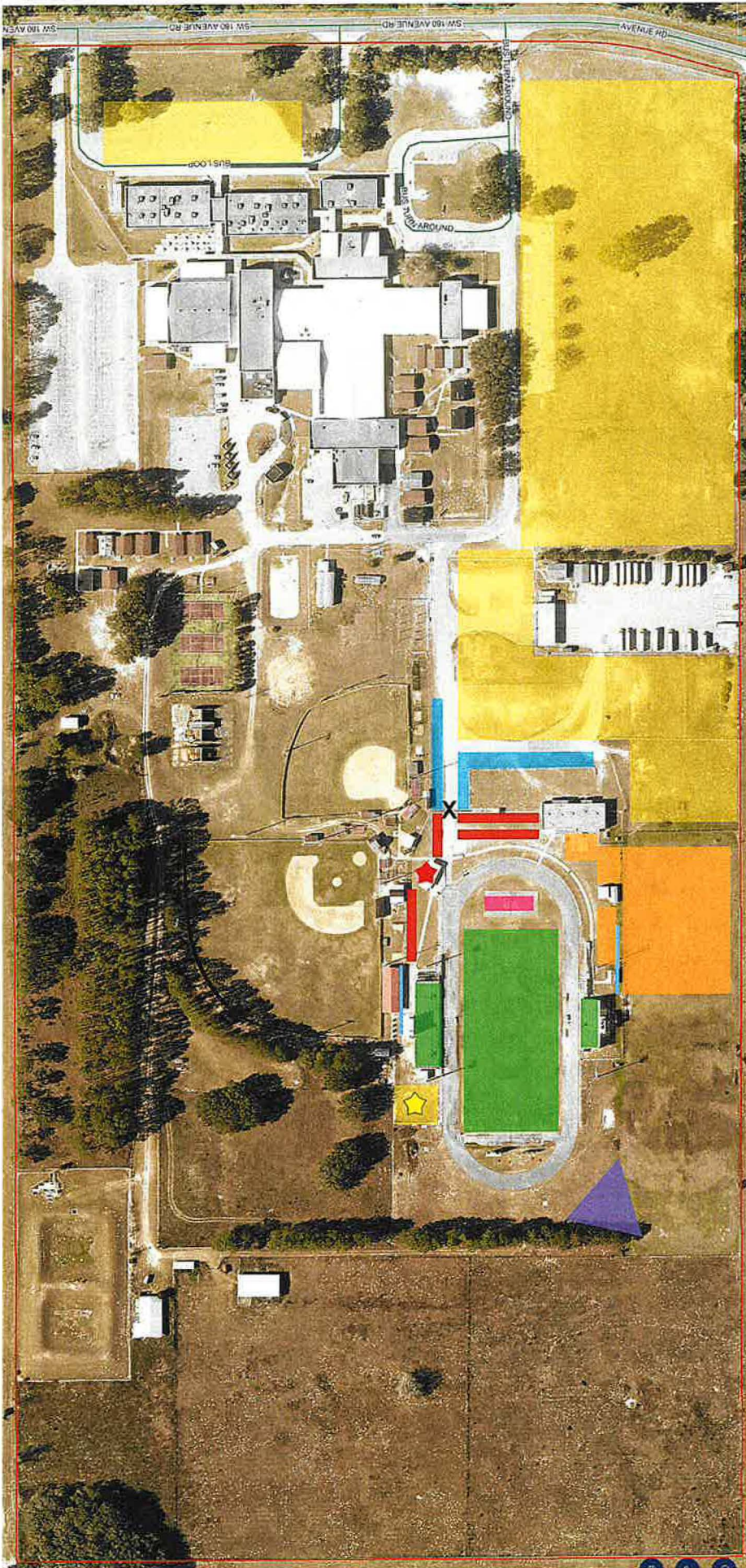
The evening will open with a ceremonial flag-raising and performance of the National Anthem. From there, attendees will experience a wide array of activities, including live music performances, food trucks offering an array of items, vendor booths, and a dedicated "Hometown Heroes" area where local athletes will connect with the community through autograph signings.

A family-friendly kids' zone will feature interactive attractions such as a touch-a-truck experience, bounce houses, a foam play area, a petting zoo, and classic, old-fashioned games designed to engage younger attendees in both fun and tradition.

Central to the success of this initiative is the deep involvement of the local community. Volunteers will play a critical role in organizing and operating various aspects of the event, reinforcing a shared sense of ownership and pride. Additionally, student groups and athletic programs from Dunnellon-area schools have been given priority access to vendor opportunities, allowing them to raise funds in support of their activities while actively contributing to the celebration.

This event is a coordinated effort to honor history, strengthen community bonds, and create lasting memories as we mark 250 years of American independence.

LIBERTY LIVES HERE



LAYOUT OF EVENT

- General Parking**
- Handicapped Parking**
*may have a school club or athletic group collect \$5 for parking
- Volunteer/Staff Parking**
*for full-day volunteers only, those arriving after event begins will have to park in general parking
- Event Entry**
*same as football game ticket gate
- Food/Vendors**
- Football Concession**
*food trucks will line up along the fence to avoid damaging any plumbing
- Music Stage**
*this is an asphalt pad just west of the field, crowd can face this way for music until sunset
- Fun for Kids**
*foam by football fieldhouse (water is needed), bounce houses, petting zoo, touch-a-truck in north practice field
- Spectator Area**
*blankets only on field, no chairs
- Pyrotechnics Staging**
*must be roped off (per pyrotechnician)
- Restrooms**
*portable toilets along fence, north and south sides of field

For questions regarding security, sanitation:

Bobbi Perez, Public Relations Director

bobbi.perez@marionfl.org

352-438-2310

Cell: 352-843-5796

Roger Waddell, Public Relations Specialist

roger.waddell@marionfl.org

352-438-2326

Cell: 352-433-3583

For pyrotechnics questions:

ALPHA FIREWORK DISPLAYS

352-467-1906

For site vendor and volunteer

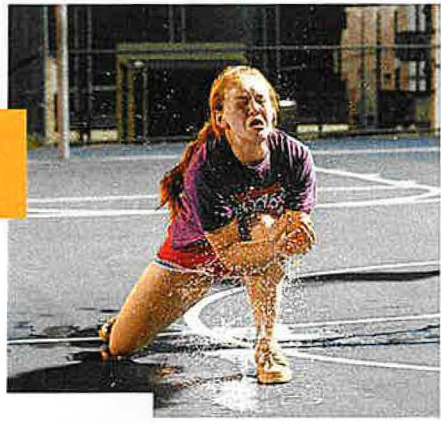
coordination questions:

Julie Mancini 352-489-5727

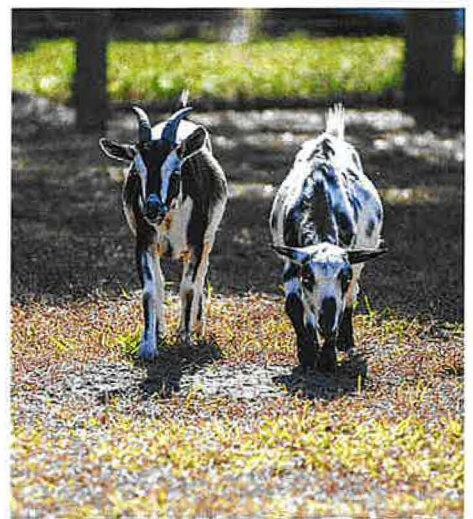
Cell: 352-208-3079

SBA 008 06/04/2026

WHAT'S IN STORE
KIDS ZONE



GAMES



PETTING ZOO



TOUCH-A-TRUCK



FOAM



BOUNCE HOUSE

WHAT'S IN STORE

MUSIC STAGE



LOCAL FAVORITES

EATING CONTEST

*this takes place in front of the stage and an additional waiver is signed.



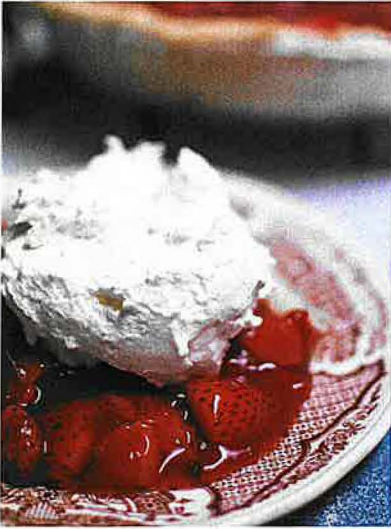
VENDORS

*Student groups have been given priority for vending opportunities so they can do so as a fundraiser for their clubs and sports. Food trucks and other vendors will be sought to fill gaps in offerings.



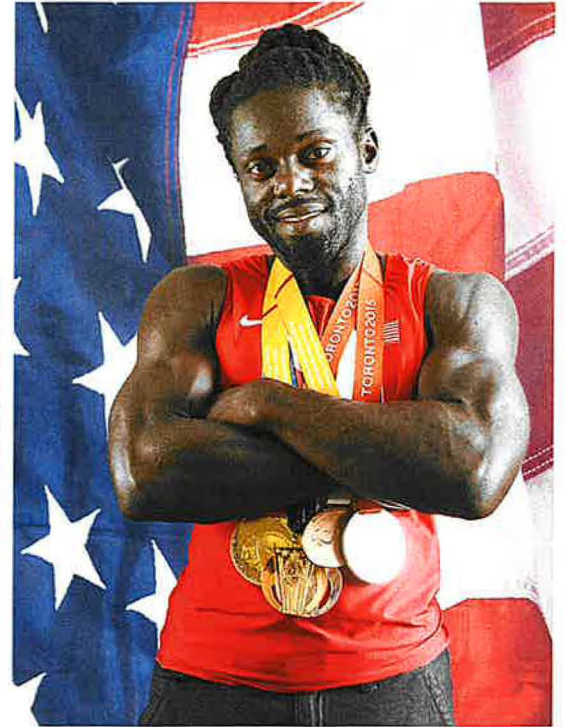
OTHER IDEAS

*We are still working on a few things...



BAKE OFF or **BBQ** in advance of the event to fundraise for the event itself.

COMMUNITY ART PROJECT, such as a rock painting activity, which can be run by a local artists' group.



HOMETOWN HEROES will be invited to our event on July 4, and will be asked to sign autographs.

PATRIOTIC PARACHUTING We will ask the parachute team from the local airport to participate in our event by doing a jump.



COMMUNITY QUILT which can be contributed to and assembled prior to July 4 and revealed at the event. Anyone who wishes to decorate a square may decorate it and return it. A local quilting group can assemble the squares. The quilt would then be displayed in a prominent location within the City.



VOLUNTEERS

*We estimate we will need 60-75 volunteers to help run the event. Students needing service hours for scholarships will be given the opportunity to help. We also will reach out to local churches and nonprofits such as the American Legion and the Boys & Girls Club for volunteer manpower.

DAY-OF EVENT TIMELINE

*We are unsure of the pyrotechnician's needs are for setup. Please check with them for more information.

*Portable toilets may need to be dropped off in advance.

2:00-4:00 Volunteers arrive for setup, trucks for touch-a-truck arrive and are positioned, vendors begin to arrive for setup, stage arrives, setup for stage sound begins

4:00 Security arrives, volunteer meeting to discuss needs and additional duties of the volunteers during the event, parking volunteers arrive and procedures for parking are communicated among parking volunteers, safety procedures are communicated among all volunteers, important contact numbers are distributed

4:30 Parking crew is staged at entrance

4:45 Parking crew will start allowing cars in to park

5:00 People begin being screened at entrance, by security or overseen by security

5:30 Official welcome, raising of flag, playing/singing of National Anthem, parachutists (?)

5:45 First musical act begins performance, kids games and other activities begin, Hometown Heroes autographs

7:15 Eating contest while second musical act sets up

7:45 Second musical act begins

8:55 Second musical act wraps up (sunset), people on field turn around for fireworks

9:00 Fireworks show

9:30-10:30 Cleanup begins while the public leaves, end of event



EXHIBIT B - INSURANCE REQUIREMENTS – Fireworks Vendor

A. **WORKERS' COMPENSATION:** CONTRACTOR must comply with Chapter 440, Fla. Stats., Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.

Part One: Statutory
Part Two: \$1,000,000 Each Accident
\$1,000,000 Disease Policy Limit
\$1,000,000 Each Employee

B. **COMMERCIAL GENERAL LIABILITY:** CONTRACTOR shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy must provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL BOARD OF MARION COUNTY, FLORIDA MUST BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE AND AN ENDORSEMENT FOR ADDITIONAL INSURED PROVIDED FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage must be \$5,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

C. **BUSINESS AUTOMOBILE LIABILITY:** CONTRACTOR must procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance issued by a company licensed in the state of Florida with a financial rating of A- or better. **THE SCHOOL BOARD OF MARION COUNTY, FLORIDA MUST BE NAMED AS ADDITIONAL INSURED ON THE CERTIFICATE AND AN ENDORSEMENT FOR ADDITIONAL INSURED PROVIDED FOR BUSINESS AUTOMOBILE LIABILITY.**

The minimum limits of coverage must be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage must be an "Any Auto" form policy. The insurance must be an occurrence form policy.

In the event the CONTRACTOR does not own any vehicles, the School Board will accept hired and non-owned coverage in the amounts listed above. In addition, the School Board will require an affidavit signed by the Proposer indicating the following:

{Company Name} does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, {Company Name} agrees to purchase "Any Auto" coverage as of the date of acquisition.

EXHIBIT B - INSURANCE REQUIREMENTS – All Other Vendors

A. **WORKERS' COMPENSATION:** CONTRACTOR must comply with Chapter 440, Fla. Stats., Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.

B. **COMMERCIAL GENERAL LIABILITY:** VENDOR shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy must provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL BOARD OF MARION COUNTY, FLORIDA MUST BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE AND AN ENDORSEMENT FOR ADDITIONAL INSURED PROVIDED FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage must be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability, to include Liquor Liability where applicable.

C. **BUSINESS AUTOMOBILE LIABILITY:** CONTRACTOR must procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance issued by a company licensed in the state of Florida with a financial rating of A- or better. **THE SCHOOL BOARD OF MARION COUNTY, FLORIDA MUST BE NAMED AS ADDITIONAL INSURED ON THE CERTIFICATE AND AN ENDORSEMENT FOR ADDITIONAL INSURED PROVIDED FOR BUSINESS AUTOMOBILE LIABILITY.**

The minimum limits of coverage must be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage must be an "Any Auto" form policy. The insurance must be an occurrence form policy.

In the event the CONTRACTOR does not own any vehicles, the School Board will accept hired and non-owned coverage in the amounts listed above. In addition, the School Board will require an affidavit signed by the Proposer indicating the following:

{Company Name} does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, {Company Name} agrees to purchase "Any Auto" coverage as of the date of acquisition.