

City of Dunnellon
Agenda Summary Form

Meeting Date: June 8, 2022

1. Responsible Department: Parks and Recreation
2. Presenter: Mandy Odom, City Clerk
3. Recommended Action: Authorize the Mayor to sign Agreement #AGR2022-13 with Marion County and Dunnellon Little League for Improvements at the Little League Facility

Subject: Dunnellon Little League Facility Improvements

Summary Explanation & Background:

Last October, a private citizen, Mr. Jim Gissy, raised \$50,000 for improvements to the facilities. Marion County has matched the donation with an additional \$50,000 and in-kind services providing a total of \$100,000 for improvements. This topic was presented and discussed during the December 7, 2021 MCBOCC meeting. Teams from Marion County Facilities Management and Parks and Recreation visited the site along with Little League leadership to assess the conditions of the site, existing structures, fields, etc. and developed a preliminary report which includes maintenance (immediate needs), short-term needs and long-term needs at the park.

The City was presented with a proposed tri-party agreement by Marion County on April 26th which allows the County or its contractors to be on the property. The agreement has since been vetted by the City Attorney and the County Attorney. Once approved by City Council, the agreement will be presented to the MCBOCC for approval. Repairs and maintenance are slated to begin following baseball season, sometime in July.

Procurement Method: n/a

Fiscal Information: \$50,000 private donation, \$50,000 Marion County match

Attorney Review: Yes

TRIPARTY AGREEMENT #AGR2022-13
MARION COUNTY BOARD OF COUNTY COMMISSIONERS
CITY OF DUNNELLON
DUNNELLON LITTLE LEAGUE, INC.

THIS AGREEMENT made and entered into by and between MARION COUNTY, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY”, the CITY OF DUNNELLON, a Florida municipal corporation, hereinafter referred to as “CITY,” and DUNNELLON LITTLE LEAGUE, INC., a Florida not-for-profit corporation, hereinafter referred to as “LEAGUE,” (collectively the “Parties”).

WHEREAS, COUNTY and CITY have the authority to enter into interlocal agreements and exercise jointly with any other public agency and power, privilege, or authority which they share in common and which might exercise separately, as provide in Section 163.01, Florida Statutes, and

WHEREAS, the Parties desire to provide quality recreational services to the residents of Dunnellon and Marion County; and

WHEREAS, the COUNTY has received a private donation of \$50,000 to be used for improvements to be made at the Dunnellon Little League sportsplex (“Park”) identified in Exhibit “A” to this Agreement; and

WHEREAS, the COUNTY has agreed to provide an additional \$50,000 in matching funds or in-kind services providing a total of \$100,000 for repairs and improvements to the Park; and

WHEREAS, the CITY and the LEAGUE have requested the assistance of the COUNTY, and the COUNTY is willing to provide such assistance to repair and improve the Park, provided that the CITY and the LEAGUE provide the COUNTY with rights to access the Park and the CITY and the LEAGUE assume all responsibility for all future maintenance.

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

ARTICLE 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 Agreement. This Interlocal Agreement is executed for the purposes of:

- 1) Authorizing the COUNTY to perform improvements and repairs at the Park;
- 2) Allocating responsibility for maintenance of said improvements and repairs at the Park to the CITY and the LEAGUE once complete;
- 3) Providing for LEAGUE’s indemnification of CITY and COUNTY; and
- 4) Providing for CITY’s limited indemnification of COUNTY.

ARTICLE II – FACILITIES

- 1) The CITY, through an Uplands Land Lease from the Florida Department of Environmental Protection, agrees to manage the Park only for the purposes of providing recreational facilities, namely baseball and softball, to serve the public of Marion County.
- 2) The CITY, through a Use Agreement, allows the LEAGUE to use the Park and conduct certain activities therein. A copy of the Use Agreement is attached hereto as Exhibit “B” which sets forth responsibilities for the CITY and LEAGUE.

TRIPARTY AGREEMENT #AGR2022-13 - MARION COUNTY BOARD OF COUNTY COMMISSIONERS, CITY OF DUNNELLON, DUNNELLON LITTLE LEAGUE, INC.

ARTICLE III – ACCESS BY MARION COUNTY

- 1) The COUNTY has received a donation of \$50,000 intended for improvements to be made at the Park.
- 2) The COUNTY has matched this donation with an additional \$50,000 and in-kind services providing a total of \$100,000 for the listed improvements which are detailed in Exhibit “C” attached to this Agreement.
- 3) The COUNTY is not currently a partner in the ownership, operation, or maintenance of the Park and will only authorize the use of the donated funds, or any additional funding, for the intended purposes, after gaining authorization from the LEAGUE, the CITY, and, if required, the State of Florida, to access the site. COUNTY shall not be deemed to be in possession or control of the Park, or any portion thereof, or to have any responsibility for the management or maintenance of the Park, by virtue of anything contemplated by this Agreement.
- 4) Upon receiving such authorization(s), the COUNTY will work directly with the CITY and LEAGUE to coordinate the use of this funding.
- 5) The COUNTY may perform this work utilizing either in-house talent or contracted services, or a combination of both.

ARTICLE IV - INDEMNIFICATION

LEAGUE shall indemnify and hold harmless CITY and COUNTY against any actions, claims or damages (including reasonable attorneys' fees and costs of suit) arising out of LEAGUE's acts, errors or omissions, and/or negligence, or that of LEAGUE's officers, agents, or employees, in connection with this Agreement.

ARTICLE V – NO WARRANTY

It is understood that the COUNTY is not receiving compensation for performing any improvements, maintenance, or repairs to the Park under this Agreement and that the purpose of this Agreement is to provide necessary access rights and to provide assurances that the COUNTY will not be responsible for maintenance once said improvements and repairs are complete, nor shall County be deemed to be in possession or control of the Park at any time. Except as specifically set forth herein, or as otherwise provided by law, all improvements or repairs performed by the COUNTY or its officers, employees, agents, contractors, or subcontractors, are to be provided on an “as is” basis, without warranties, representations, or conditions of any kind, either express or implied, including, without limitation, any warranties for merchantability, fitness for a particular purpose, quality, workmanship, safety, or legal compliance.

ARTICLE VI – TERM OF AGREEMENT

THIS AGREEMENT shall have a term of one (1) year unless terminated upon mutual consent of the Parties. The term shall commence upon final execution of the AGREEMENT. Articles IV and V shall survive the termination of this Agreement.

ARTICLE VII – AMENDMENTS

THIS AGREEMENT may be amended, in writing, at any time with the mutual consent of the COUNTY and CITY.

TRIPARTY AGREEMENT #AGR2022-13 - MARION COUNTY BOARD OF COUNTY COMMISSIONERS, CITY OF DUNNELLO, DUNNELLO LITTLE LEAGUE, INC.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT on the date set forth below:

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

ATTEST:

Gregory Harrell, Clerk

Carl Zlak, III, Chairman

**CITY OF DUNNELLO
MARION COUNTY**

ATTEST:

Amanda L. Odom, City Clerk

Bill White, Mayor

DUNNELLO LITTLE LEAGUE, INC.

Adam Parker, President

APPROVED AS TO FORM:

City of Dunnello Attorney

Marion County Attorney

Dated this ____ day of _____, 2022.

EXHIBIT "A"

Legal Description of Premises Subleased by CITY to LEAGUE

A portion of the Northeast ¼ of the Southeast ¼ of Section 36, Township 16 South, Range 18 East, Marion County, Florida; more particularly describe as follows:

BEGIN at an existing concrete monument marking the Northeast corner of the Northeast ¼ of the Southeast ¼ of Section 36, Township 16 South, Range 18 East, Marion County Florida; thence South 00°14'14" West along the East line of the Southeast ¼ of said Section 36, a distance of 800 feet; thence North 89°39'05" West, a distance of 1,050 feet to a point; thence North 00°14'14" East, 800 feet to a point on the North line of the Northeast ¼ of the Southeast ¼ of said Section 36; thence South 89°38'42" East along said North line a distance of 1050 feet to the Point of Beginning.

USE AGREEMENT BETWEEN DUNNELLON LITTLE LEAGUE, INC. AND THE CITY OF DUNNELLON, FLORIDA #AGR2022-08

THIS USE AGREEMENT is entered into this 25th day of April, 2022 by and between the City of Dunnellon, Florida, a municipal corporation of the State of Florida, (hereinafter referred to as "City") and Dunnellon Little League, Inc., a not-for-profit corporation (hereinafter referred to as "Little League").

WHEREAS, Little League, Inc., and the City of Dunnellon, Florida entered into a Lease Agreement on May 11, 1998 and entered into Addenda to the Lease Agreement, the last one being the Second Addendum #2009-21, which terms expired on May 12, 2014; and

WHEREAS, Little League, Inc., and the City of Dunnellon, Florida entered into a Use Agreement on February 13, 2017 for a period of five (5) years; and

WHEREAS, the Parties desire to enter into a Use Agreement under terms as set forth under this Use Agreement.

NOW THEREFORE, in consideration of the mutual benefits accruing to the Parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the Parties agree as follows:

SECTION ONE. Recitals. This Use Agreement incorporates the above "WHEREAS" clauses.

SECTION TWO. Use of Property. The City has leased and is currently leasing and in possession of property from the Office of Greenways and Trails (hereinafter referred to as "OGT") or its successor in interest. Said property is assigned Parcel Identification Number 34529-003-00 by the Marion County Property Appraiser, as depicted on the Property Record Card of the Marion County Property Appraiser attached hereto as Exhibit "A" and made part of this Use Agreement.

SECTION THREE. Term of Agreement. Unless terminated earlier as provided herein, the term of this Use Agreement shall commence on the Effective Date as defined in Section Fourteen herein and terminate on September 13, 2026.

SECTION FOUR. Renewal of Agreement. This Agreement may be renewed for successive five-year (5) periods upon written agreement of both Parties. If the Agreement expires prior to renewal by written agreement by the Parties, the terms of this Agreement shall govern until the Parties enter into an extension of or amendment to this Agreement.

SECTION FIVE. Termination. In addition to the remedies set forth in Section Eleven herein, either party may terminate this Agreement without cause upon 180 days' written notice to the other party; provided, however, if OGT or its successor in interest revokes the City's sublease of the property or the sublease is otherwise terminated, this Agreement shall be null and void, and the City shall give timely written notice to the Little League.

SECTION SIX. Use Fee. In recognition of the valid public purpose which Little League serves to the citizens of the City, its fee to utilize the property shall be at the reduced sum of One Dollar (\$1.00) per year, payable on February 1, 2022, and on February 1st each year thereafter. If February 1st of any year during the term of this Agreement falls on a weekend or holiday, the fee shall be due on the first business day following February 1st.

SECTION SEVEN. Conditions of Use.

- A. The City shall allow Little League to use all ballfields, facilities and adjacent parking within the boundaries of the chain-link fence so long as Little League takes no action to jeopardize the lease with OGT or its successor in interest.
- B. The City shall take no action to jeopardize its lease with OGT or its successor in interest.
- C. Should the lease with OGT or its successor in interest be revoked by OGT or its successor, this Agreement shall be null and void.
- D. Any improvements to the property by the Little League or any other individual or entity must be authorized pursuant to the terms of the City's sublease with OGT.

SECTION EIGHT. Maintenance Responsibilities of Little League.

- A. The Little League shall maintain the property and the facilities in a safe, clean and secure condition, and said property and facilities shall continue to be a public facility with access to all Marion County residents.
- B. The Little League, in coordination with the City, shall be responsible for coordinating all organized use of the property and facilities.
- C. The Little League will administer and operate the property and the facilities in such a manner as to prevent any usage thereof from becoming a public nuisance.
- D. The Little League will endeavor to protect mature trees and productive timber on the leased lands from fire, mechanical damage, or removal without prior authorization from the City.
- E. The Little League shall be responsible for all utilities required for the operation of the field.

SECTION NINE. Responsibilities of the City.

- A. To avoid scheduling and use conflicts, the City will coordinate with the Little League and shall not schedule any organized activities on the property without consideration by the Little League.
- B. The City will provide garbage service and will mow the areas outside the limits of the playing fields.
- C. The City will take no steps to interfere with the purposes for which this Agreement is provided.

SECTION TEN. Insurance and Indemnification.

- A. The Little League shall purchase and maintain, at its own expense, such general liability insurance to cover claims for damages because of bodily injury or death of any person or property damage arising in any way out of the use by the Little League under this Agreement. The insurance shall have minimum limits of coverage of \$1,000,000.00 per occurrence combined single limit for bodily injury liability and property damage liability. All insurance

coverage shall be with insurer(s) approved by the City and licensed by the State of Florida to engage in the business of writing of insurance. The City shall be named on the foregoing insurance policies as "additional insured."

- B. The Little League shall cause its insurance carriers to furnish insurance certificates and endorsements specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days prior written notice to the City in compliance with other provisions of this Agreement. The "Youth Sports Organization" shall continuously maintain such insurance in the amounts, type, and quality as required by this paragraph.
- C. The Little League agrees that it shall indemnify, hold harmless, and defend the City from any and all claims arising from the activities and responsibilities performed by or required of the Little League under the terms and conditions of this Agreement.
- D. The Little League shall provide the City with annual proof of any and all policies of insurance as required by this Agreement.

SECTION ELEVEN. Default; Remedies.

- A. *Default.* The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by the Little League:
 - 1. The failure by the Little League to observe or perform any of the covenants, terms, or conditions of this Agreement to be observed or performed by the Little League, as set forth above.
 - 2. The failure by the Little League to make any payment required to be made by the Little League hereunder, as and when due.
- B. *Remedies.* In the event of any such default or breach by the Little League is not cured within thirty (30) days after written notice thereof, the City may at any time thereafter, with or without further notice or demand and without limiting the City in the exercise of any right or remedy which the City may have by reason of such default or breach:

1. Terminate the Little League's right to use the premises, in which case, this Agreement shall terminate and the Little League shall no longer be allowed to use the property.
2. Pursue any other remedy now or hereafter available to the City under the laws or judicial decisions of the State of Florida.

SECTION TWELVE. Miscellaneous Provisions. This Agreement reflects the total understanding of the Parties and may not be amended unless such amendment is in writing agreed to by both the Parties hereto. The Parties agree that should any interpretation of this Agreement be required, it shall be interpreted under the laws of the State of Florida. Venue shall lie in Marion County, Florida. The prevailing party in any litigation concerning this Agreement shall be entitled to reasonable attorney's fees and costs.

SECTION THIRTEEN. Notice and contact person(s).

- A. In the event that the Little League may need to contact the City pursuant to any and all covenants, terms, or conditions of this Agreement or for any other reasons pertinent hereto, the City's contact person shall be:

City Clerk
20750 River Drive
Dunnellon, FL 34431
352-465-8500 ext. 1002

- B. In the event that the City may need to contact the Little League pursuant to any and all covenants, terms, or conditions of this Agreement or for any other reason pertinent hereto, the Little League's contact person shall be:

President, Dunnellon Little League, Inc.
Post Office Box 704
Dunnellon, FL 34430

By October 1 of each year, the Little League shall notify the City's contact person in writing of the correct President's name and contact number.

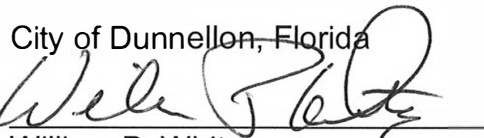
SECTION FOURTEEN. Effective Date. The Effective Date of this Use Agreement shall be the date the last party executes this Agreement.

City:

Dated this 11th day of April, 2022.

Attest:


Amanda Odom, CMC, City Clerk

City of Dunnellon, Florida

William P. White

Dunnellon Little League, Inc.

Dated this 25th day of April, 2022.


Dunnellon Little League, Inc.
By: 
Title: President

EXHIBIT "C"

List of Intended Improvements

The following is a general list of improvements planned for the Dunnellon Little League sportsplex:

All repairs are outlined in the November 9th, 2021, facility assessment. The items below may be addressed until the allocated funding is depleted.

General Deferred Maintenance:

1. Repair electrical items at the ballfields, including but not limited to outlet covers and conduit.
2. Repair and/or replace siding on well shed.
3. Replace repair structural holes, damaged wood and door jam on concession stand.
4. Clean off roofs, repair and/or replace damaged eaves, fascia and soffit and install new metal drip edges on buildings as needed. The roofs include the dugouts and the bathroom near the concession stand.
5. Relocate cooking equipment away from electrical equipment and install directional fan to control grease and cooking smoke. We will work with ballfield staff to identify the proper location.
6. Repair electrical conduit connections and replace outlet covers. Address grounding issues.
7. Remove and re-pour damaged sidewalks.
8. Mitigate trip hazards along sidewalks.
9. Remove Sycamore trees outside of Field 2. Approval from the City of Dunnellon is required per the Use Agreement.

Short Term Items:

1. Replace roofing on old restroom building.
2. Raise four low dugout floors.
3. Seal concrete flooring in newer bathroom building.
4. Replace water fountain at old restroom with bottle-filling station.
5. Plan for the replacement of window A/C unit in the concession stand.
6. Replace 40-foot pole at Field 5.
7. Install a new sports field light at Field 6.
8. Replace shade structure covers at Fields, 1, 2, 4 and 6.

Sports Fields:

1. Address irrigation system needs (valves, heads and other components) including mainline reconfiguration to remove irrigation from potable water source.
2. Focus field improvements on Fields 1, 2, 3 and 5.
 - a. Remove infield/outfield transitions (lips).
 - b. Re-work infield clay to improve grading and drainage.
3. Replace turf where needed once work is complete.
4. Address field improvements on Fields 4, 6 and 7 with remaining funds and/or resources.