

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CLAY COUNTY TAX COLLECTOR
AND
CLAY COUNTY**

**Re: Tax Collector Branch Improvement Projects
Orange Park and Keystone Height Branch Offices**

This Memorandum of Agreement ("MOA") is entered into this ____ day of August, 2024, between Diane Hutchings, in her official capacity as the Tax Collector of Clay County, Florida ("Tax Collector"), and Clay County, a political subdivision of the State of Florida (the "County").

WHEREAS, the Tax Collector currently has branch locations in Orange Park at 1518 Park Avenue, Orange Park and in Keystone Heights at 7380 State Road 100, Suite #10, Keystone Heights; and

WHEREAS, the Tax Collector intends to relocate both branch locations to better serve County residents; and

WHEREAS, the Orange Park branch office will be moved to the Challenge Enterprises Building located at 510 Kingsley Ave/Plainfield Ave, a location being leased by the Tax Collector; and

WHEREAS, the Keystone Heights branch office will be moved to 115 NE Commercial Circle, Keystone Heights, a facility owned by the County; and

WHEREAS, the County is facilitating the design and construction services needed for improvements at both branch locations; and

WHEREAS, the Tax Collector and the County wish to set forth the budget needs and allocations necessary in order to fund the improvements required for the new Orange Park and Keystone Heights branch locations.

NOW, THEREFORE, the Tax Collector and the County, for and in consideration of the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into and deemed a part of this MOA.
2. Purpose. This MOA describes, acknowledges, and sets forth the agreement between the Parties for the funding allocations necessary to budget for the improvements required to relocate the Tax Collector's branch locations in Orange Park and Keystone Heights.
3. Funding Allocation. The County will facilitate the improvements required to relocate the Tax Collector's Orange Park and Keystone Heights branch offices, including design and construction services, subject to the funding allocations set forth below.

a. Orange Park Branch: In order to fund the improvements needed for the Orange Park branch, the Tax Collector and the County agree to the following budget allocations:

- i. The County's FY 23/24 Budget has allocated \$500,000.00 towards the Orange Park branch project.
- ii. The Tax Collector's FY 23/24 Budget has \$1,000,000.00 which the Tax Collector agrees to allocate to the County for the Orange Park branch project by an amendment to such FY 23/24 Budget. The County will invoice the Tax Collector for such allocation on or before September 30, 2024.
- iii. The Tax Collector's FY 24/25 Budget has \$800,000.00 which the Tax Collector agrees to allocate to the County for the Orange Park branch project. The County will invoice the Tax Collector for such allocation on or before January 30, 2025.
- iv. The Tax Collector also agrees to remit to the County \$796,346.25 from the advance from FY 23/24 Excess Fees on or before December 31, 2024 for the County to allocate to the Orange Park branch project.

b. Keystone Heights Branch: In order to fund the improvements needed for the Keystone Heights branch, the Tax Collector and the County agree to the following budget allocations:

- i. The County's FY 23/24 Budget has allocated \$500,000.00 towards the Keystone Heights branch project.
- ii. The Tax Collector's FY 24/25 Budget has \$200,000.00 which the Tax Collector agrees to allocate to the County for the Keystone Heights branch project. The County will invoice the Tax Collector for such allocation on or before January 30, 2025.

4. Term of Agreement. This MOA shall be effective from the date set forth above and shall terminate upon completion of the funding allocations set forth above.

5. Governing Law and Venue. This MOA shall be governed by and construed in accordance with the laws of the State of Florida. The venue for any litigation, mediation, or other action proceeding between the Parties arising out of this MOA lies in Clay County, Florida.

6. Public Records. The Tax Collector acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Tax Collector shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this MOA. A request to inspect or copy public records relating to the MOA must be made directly to the County.

IF THE TAX COLLECTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TAX COLLECTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

7. Severability. If any provision of this MOA shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this MOA, and this MOA shall be enforced as if such invalid and unenforceable provision had not been contained herein.

8. Further Assurances. Each of the Parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this MOA.

9. Authority. The Parties agree to utilize electronic signatures and that the digital signatures of the Parties set forth below are intended to authenticate this MOA and have the same force and effect as manual written signatures. Each person signing on behalf of the Parties represents and warrants that he/she has full authority to execute this MOA on behalf of such party and that the MOA will constitute a legal and binding obligation of such party.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Agreement as of the date and year first written above.

Clay County Tax Collector

**Clay County, a political subdivision of the
State of Florida**

Diane Hutchings
Tax Collector Clay County

Jim Renninger, Chairman
Clay County Board of County Commissioners

Attest for Clay County:

Tara S. Green
Clay County Clerk of Court and Comptroller
Ex Officio Clerk to the Board