

**Clay County Agreement/Contract No. 2024/2025 - \_\_\_\_**

**MEMORANDUM OF AGREEMENT FOR IN-KIND DONATION OF BATHROOM  
RENOVATION AT PAUL C. ARMSTRONG COMMUNITY PARK**

This Memorandum of Agreement for In-Kind Donation of Bathroom Renovation at Paul C. Armstrong Community Park (“Agreement”) is entered into this \_\_\_ day of September, 2025 (“Effective Date”) between Fleming Island Athletic Association, Inc., a Florida Non-Profit Corporation (“Athletic Association”) and Clay County, a political subdivision of the State of Florida (the “County”).

**RECITALS**

**WHEREAS**, the County owns the property known as Paul C. Armstrong Community Park, located at 2445 County Road 220, Middleburg, Florida 32068, including its recreational facilities and athletic fields (the “Premises”); and

**WHEREAS**, the Athletic Association is a not-for-profit organization that provides youth sports, recreational activities, and events in Clay County; and

**WHEREAS**, the Athletic Association leases the Premises from the County pursuant to Lease Agreement, Clay County Agreement/Contract No. 2020/2021-194, as renewed, executed on June 8, 2021 (the “Lease Agreement”), which is incorporated herein by reference; and

**WHEREAS**, under Section 12.a. of the Lease Agreement, the Athletic Association may not make improvements or alterations to the Premises without first obtaining the County’s written consent; and

**WHEREAS**, the Athletic Association wishes to donate all necessary labor, materials, and funding, and to engage a contractor, to perform certain bathroom renovations at the Premises; and

**WHEREAS**, consistent with the Lease Agreement and the County’s Donation and Sponsorship Policy, the County desires to accept this in-kind donation to enhance Paul C. Armstrong Community Park; and

**WHEREAS**, the parties now wish to enter into this Agreement to set forth the terms and conditions governing the in-kind donation by the Athletic Association to the County as set forth herein.

**NOW THEREFORE** in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and the adequacy of which are mutually acknowledged, with each party accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised and agreed by the parties hereto as follows:

1. Incorporation of Recitals. The Recitals are an integral part of this Agreement and are incorporated herein by reference.
2. Terms and Conditions of Donation.
  - a. In-Kind Donation. The Athletic Association agrees to donate all labor and materials necessary for the bathroom renovations at the Premises as described in the scope of work attached hereto as **Exhibit A** and to fully fund and engage a licensed contractor to perform the work (the “Project”). The Athletic Association has retained Assist2Build, Inc. (“Contractor”) to oversee and perform the work associated with the Project.
  - b. Unforeseen Conditions. In the event of unforeseen conditions arising during the performance of the Project, the Athletic Association shall promptly notify the County to verify the cause and determine an appropriate resolution.
  - c. Voluntary Contributions. The Athletic Association acknowledges that all contributions are made voluntarily and without expectation of reimbursement, compensation, or any ownership interest in the completed project or the Premises. Pursuant to Section 12.a. of the Lease Agreement, the Athletic Association further acknowledges and agrees that all improvements and alterations shall be and remain the property of the County.
  - d. Cooperation and Coordination with the County. The parties agree to cooperate in good faith during the performance of the Project in furtherance of this Agreement. Prior to commencing any work, the Athletic Association shall coordinate with the County’s designated representative to confirm compliance with all applicable insurance requirements, permits, codes, regulations, and property standards. Neither the Athletic Association nor its Contractor shall begin work until such coordination has occurred and all required approvals and written clearances have been issued in writing by the County’s designated representative.
  - e. Permits and Inspections. The Athletic Association shall obtain, or cause the Contractor to obtain, all permits, licenses, approvals, inspections, and re-inspections required for the Project, and shall be solely responsible for all related costs and fees. As owner of the Premises, the County shall execute any permit applications reasonably required for the Project
  - f. Warranty. The Athletic Association shall ensure that the Contractor provides warranties for the work performed in connection with the Project and for all equipment and materials installed. To the extent applicable, such warranties shall be transferable to, or issued in the name of, the County.
  - g. Compliance with Laws. The Athletic Association shall ensure that all work performed in connection with the Project complies with all applicable federal, state, and local laws, statutes, regulations, codes, and executive orders. Any reference in this Agreement to a specific law, rule, or regulation shall not be construed to exclude others that may apply.

- h. Safeguards. During the performance of the Project, the Athletic Association shall ensure that the Contractor maintains a safe and secure worksite, implements safeguards to prevent accidents, injuries, or property damage, and secures all equipment, tools, and materials.
  - i. Preservation of Premises. The Athletic Association shall ensure that the Contractor protects all property, structures, utilities, services, roads, trees, and shrubbery in or near the work area that are not designated for removal. Any damage caused by the Project shall be promptly repaired or replaced by the Athletic Association, at its sole cost and to the satisfaction of the County.
  - j. Waste Disposal. The Athletic Association shall ensure that all debris and waste generated by the Project is removed from the Premises and lawfully disposed of off-site, at no cost to the County, and in compliance with all applicable federal, state, and local laws and ordinances.
3. Term. The term of this Agreement shall commence on the Effective Date and shall remain in effect until the Project is completed. The Athletic Association anticipates that the Project will be completed within one month of the Effective Date.
4. Termination. This Agreement may be terminated by the County prior to expiration of this Agreement if the Athletic Association breaches the Agreement, uses the Premises for a purpose not permitted by this Agreement, fails to complete the Project in a timely manner, or is in violation of any local, state, or federal law, and such default continues for a period of ten days after written notice given by the County to the Athletic Association to cure the default. Otherwise, any termination of this Agreement prior to expiration of the Agreement must be mutually agreed to by the parties through an amendment to the Agreement providing the terms of such termination.
5. Insurance.
- a. Throughout the term of this Agreement, the Athletic Association shall continue to secure and maintain the required insurance and coverages as set forth in the Lease Agreement and comply with such other requirements set forth therein.
  - b. The Athletic Association shall ensure that the work associated with the Project is insured against casualty and liability loss. The Athletic Association shall ensure that Contractor and any other contractor performing any work related to the Project carries adequate insurance, including, but not limited to, general liability insurance. The Athletic Association shall also ensure that Contractor name **“Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear”** as **“Additional Insureds”** on the certificate of insurance for such coverage. Prior to performance of the Project, the Athletic Association must deliver valid certificates of insurance for the required insurance coverage to the County’s Purchasing Department.

6. Indemnification. The Athletic Association agrees to defend, indemnify, and hold harmless the County, and its directors, officers, employees, representatives, agents, boards and commissions, from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines, orders, and/or judgments, either at law or in equity, including court costs, attorneys' fees, professional fees, or other expenses, that may hereafter at any time be made or brought by anyone on account of personal or bodily injury, damage to or loss of property, loss of monies, death, or other loss, arising out of, by reason of, or in any manner connected with the performance of the work in relation to the Project.

7. Sovereign Immunity. The County does not agree to and shall not indemnify the Athletic Association or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the County's sovereign immunity protections.

8. Taxes. In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request. The Athletic Association should consult with a tax professional about the tax implications of the donation and any eligible tax deductions.

9. Independent Contractors. The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

10. Public Records.

- a. The Athletic Association 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 Athletic Association acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. The Athletic Association shall comply with all requirements of Chapter 119, Florida Statutes, to the extent applicable to the records and documents associated with this Agreement. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Athletic Association of the request, and the Athletic Association must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
- b. The parties shall retain all records relating to this Agreement for a period of at least five (5) years following completion of the Project. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.

**IF ATHLETIC ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, [publicrecords@claycountygov.com](mailto:publicrecords@claycountygov.com), POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.**

11. No Third-Party Beneficiaries. Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

12. Amendment. The Agreement may only be modified or amended by written agreement duly authorized and executed by the parties hereto. No oral agreements or representation shall be valid or binding upon either party.

13. 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 Agreement.

14. Remedies. The parties will first attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The parties will use reasonable efforts to arrange meetings as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

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

16. Attorneys' Fees. In the event either party retains legal counsel to enforce or interpret any provision of this Agreement, or to assert or defend against any claim arising out of this Agreement, the party that prevails on the majority of its claims, or successfully defends against the majority of the opposing party's claims, shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, court costs, and litigation expenses. This includes, but is not limited to, fees and costs incurred from the date the dispute is referred to the prevailing party's attorney through the conclusion of litigation, including any appellate proceedings or bankruptcy-related actions. Nothing contained herein shall be construed as a waiver of the County's sovereign immunity or as an extension of the County's liability beyond the limits established in Section 768.28, Florida Statutes.

17. Waiver. No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach

be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

18. Severability. If any provision of this Agreement 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 Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

19. Entire Agreement. This Agreement, including all exhibits, attachments, and any properly executed amendments, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, understandings, and communications, whether written or oral.

20. Attachments. The Attachments listed in the Agreement are expressly incorporated herein by reference and made a part of this Agreement as if set out fully herein. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the Attachments.

21. Authority. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement 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 Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement effective as of the first date and year set forth above.

**FLEMING ISLAND ATHLETIC ASSOCIATION, INC.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**CLAY COUNTY, a political subdivision of the State of Florida**

By: \_\_\_\_\_

Betsy Condon  
Its Chairman

ATTEST:

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

# EXHIBIT A

## **Scope of Work Attachment**

**Project:** Fleming Island Athletic Association – Bathroom Renovation

**Square Footage:** 350 sq. ft.

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### **1. Demolition & Preparation**

- Full demolition and prep work in men's and women's restrooms.
  - Removal and disposal of all debris.
  - Preparation of surfaces for new finishes and installations. Including concrete prep for new painted floors.
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### **2. Fixtures & Hardware**

- (2) 15" Cadet Right height Elongated Pressure assisted Toilets
  - (2) 16 ½" Cadet Right height Elongated Pressure assisted Toilets
  - (2) Allbrook Flowise Urinals
  - (4) Lucerne Wall-Hung Sinks
  - (4) Banner 500 Series Single-Lever Faucets
  - (2) Project Source Grab Bars (ADA compliant)
  - (4) Holman Solid Plastic Stall Doors
  - (1) Holman Solid Plastic Urinal Partition (cut to half-wall height)
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### **3. Dispensers & Accessories**

- (2) Svavo Automatic Soap Dispensers
  - (2) Svavo Automatic Sanitizer Dispensers
  - (4) Layhit Commercial 9" Toilet Paper Dispensers
  - (2) San Jamar Lever-Control Paper Towel Dispensers
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### **4. Lighting & Ventilation**

- (4) Good Earth 48" Matte White LED Fixtures
  - (2) Broan Nutone 50 CFM Exhaust Fans
  - Install new outlet to provide power to water cooler
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## **5. Finishes**

- Non-Skid Floor Coating – Valspar Spec #007.9497912.008
  - Gray Wall Paint – Valspar Spec #007.5332033.008 (brick walls to match doors)
  - White RFP Wall Paneling (to cover current wood walls)
  - New PVC trim throughout
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## **6. Additional Installations**

- (2) Sunnibety Heavy-Duty Metal Benches (6-foot)
  - (1) Elkay Water Cooler Model #LZSTL8WSSP with:
    - (2) Water Fountains
    - (1) Bottle Filling Station
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## **7. Permits & Compliance**

- Obtain all required permits for construction, plumbing, and electrical.
  - Ensure ADA compliance and adherence to all local building codes.
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## **8. Cleanup**

- Complete cleanup upon project completion.
  - All debris and waste to be removed from site.
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## **9. Inclusions**

- All plumbing fittings, fasteners, and materials included for a complete installation.