

Clay County Agreement/Contract No. 2025/2026- _____

**CLAY COUNTY PARK SUBLEASE AGREEMENT
[Park: Neptune Park]**

This Clay County Park Sublease Agreement (“Agreement”) is entered into this ____ day of June, 2026, and is between Fleming Island Athletic Association, Inc., a Florida not-for-profit corporation (“Athletic Association”) and Clay County, a political subdivision of the State of Florida (the “County”).

RECITALS

WHEREAS, on September 20, 2012, the County entered into that certain Lease Agreement with the School Board of Clay County, Florida (“School Board”), designated by the County as Lease No. 11/12-167 (the “Lease”), for the lease of certain real property known as Neptune Park, located at 2070 Thunderbolt Road, Fleming Island, Florida 32003, together with the recreational facilities and athletic fields situated thereon (the “Premises”); and

WHEREAS, on August 9, 2022, the County and the School Board entered into the First Renewal of the Lease, attached hereto as *Attachment 4* inclusive of the Lease, which renewed the Lease for an additional ten (10) year term through September 19, 2032; and

WHEREAS, pursuant to the Lease, the County is authorized to sublease the Premises to an athletic association; and

WHEREAS, the Athletic Association is a Florida not-for-profit corporation that provides youth sports, recreational activities, and related programs within Clay County; and

WHEREAS, the Athletic Association currently subleases the Premises pursuant to a prior sublease agreement with the County that is set to expire; and

WHEREAS, the Athletic Association desires to continue subleasing the Premises for the purpose of conducting organized youth sports, practices, games, recreational activities, and related programs; and

WHEREAS, the County and the Athletic Association desire to enter into this Agreement setting forth the terms and conditions under which the Athletic Association may sublease and use the Premises; and

WHEREAS, pursuant to Section 125.38, Florida Statutes, the Board of County Commissioners of Clay County, Florida (the “Board”) adopted a Resolution, attached hereto as *Attachment 1* and incorporated herein by reference, authorizing the sublease of the Premises to the Athletic Association in accordance with the terms of this Agreement; and

WHEREAS, this Agreement supersedes and replaces any prior sublease or agreement between the parties concerning the Premises, all of which shall be null and void as of the Effective Date of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. Incorporation of Recitals.

The foregoing recitals are incorporated herein by reference and made a part of this Agreement.

2. The Premises.

Subject to the terms and conditions of this Agreement, and in consideration of the covenants and payments set forth herein, the County hereby subleases the Premises described above to the Athletic Association on a non-exclusive basis.

3. Premises Use and Compliance.

(a) **Authorized Use.** The Premises are leased solely for the purpose of conducting organized youth sports, recreational activities, practices, games, and related events involving members and teams of the Athletic Association. No other use is permitted without the prior written approval of the County.

(b) **Compliance with Laws and Agreement.** The Athletic Association shall use the Premises solely for lawful purposes and in accordance with the terms and conditions of this Agreement and the School Board Lease attached hereto. The Athletic Association shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and all applicable County and School Board policies and procedures. The Athletic Association shall also comply with all applicable Clay County Parks and Recreation rules and regulations governing the Premises, including field use and field preparation guidelines, as may be amended from time to time. Any failure to comply with this Section shall constitute a default under this Agreement.

(c) **Prohibited Conduct.** The Athletic Association shall not commit or permit waste, damage, or misuse of the Premises; create or permit a public or private nuisance; violate any applicable health, environmental, fire, building, zoning, or other governmental regulation; or otherwise impair the condition, operation, structural integrity, value, or safety of the Premises.

(d) **Rules and Restrictions.** The Athletic Association shall comply with and enforce all posted rules and regulations governing the Premises. No alcoholic beverages shall be sold, served, or consumed on the Premises.

(e) **County Representative.** For purposes of this Agreement, the County's Representative shall be the Clay County Parks and Recreation Director, or designee. The County Representative is authorized to provide any approvals, consents, or written authorizations required of the County under this Agreement, unless this Agreement expressly provides otherwise.

(f) Athletic Association Representative. The Athletic Association shall designate, in writing, a single point of contact for all communications related to this Agreement and shall provide such designation to the County Representative. The designated point of contact shall be responsible for submitting all required information and documentation under this Agreement. Any change in the designated point of contact shall be provided to the County Representative in writing within a reasonable time.

4. Agreement Term.

(a) Term. This Agreement shall commence on July 1, 2026 (the “Effective Date”), and shall continue through June 30, 2029, unless earlier terminated in accordance with this Agreement.

(b) Renewal. Subject to the County’s renewal of its Lease with the School Board, this Agreement may be renewed for one or more additional term(s), of any duration, upon mutual written agreement of the parties, provided that the Athletic Association desires to continue subleasing the Premises and the County determines that the Premises are not needed for County purposes.

5. Surrender.

Upon expiration or earlier termination of this Agreement, the Athletic Association shall surrender the Premises in substantially the same condition as received, reasonable wear and tear excepted. The Athletic Association shall remove all of its personal property, equipment, furnishings, and other movable items from the Premises prior to surrender. Any erections, alterations, additions, fixtures, structures, installations, or improvements made or placed upon the Premises shall remain and shall become the property of the County upon expiration or earlier termination, unless the County requires their removal. Any personal property not removed prior to surrender may be deemed abandoned by the County.

6. Holdover; Failure to Vacate.

(a) If the Athletic Association fails to timely vacate the Premises upon expiration or termination of this Agreement, the County may take all lawful action necessary to recover possession of the Premises.

(b) Holdover with County Consent. If the Athletic Association remains in possession of the Premises after the natural expiration of this Agreement with the County’s prior written consent, such occupancy shall constitute a month-to-month tenancy subject to all terms and conditions of this Agreement, except as otherwise agreed in writing. Either party may terminate the month-to-month tenancy upon thirty (30) days’ written notice to the other.

(c) Holdover Without County Consent. If the Athletic Association remains in possession without the County’s consent, such holdover shall be deemed unlawful, and the County and/or the School Board may pursue any and all remedies available at law or in equity to recover possession, including eviction and damages.

7. **Default and Termination.**

(a) **Default.** The County may declare the Athletic Association in default upon written notice if the Athletic Association:

1. Fails to use or manage the Premises in accordance with this Agreement;
2. Fails to provide information required under this Agreement, or provides materially inaccurate information;
3. Fails to comply with any term, condition, or obligation of this Agreement;
4. Fails to comply with applicable federal, state, or local laws, rules, or regulations; or
5. Ceases operations, dissolves, or otherwise discontinues the services contemplated under this Agreement.

Except for defaults that, by their nature, require immediate action, including failure to comply with applicable laws or cessation of operations, the Athletic Association shall have fifteen (15) days after receipt of written notice of default to cure the default. If the default cannot reasonably be cured within fifteen (15) days, the Athletic Association shall, within such fifteen (15) day period, submit a written cure plan describing the actions to be taken and the time required to complete the cure. The Athletic Association shall promptly commence implementation of any cure plan approved by the County. If the Athletic Association fails to timely cure the default or fails to submit or implement an acceptable cure plan, the County may terminate this Agreement for cause.

(b) **Termination for Cause.** Upon failure of the Athletic Association to cure a default as provided above, the County may terminate this Agreement for cause upon written notice executed by the County Manager or designee. Termination shall be effective as stated in the notice.

(c) **Termination for Convenience.** Either party may terminate this Agreement without cause upon sixty (60) days' prior written notice to the other party. The notice shall state the effective date of termination. Any notice of termination on behalf of the County shall be issued by the County Manager or designee.

(d) **Termination or Modification Due to Lack of Funding or Appropriation.** The County's performance and obligations under this Agreement are subject to the annual appropriation of funds by the Board. In the event sufficient funds are not appropriated, are reduced, withdrawn, or otherwise become unavailable to support this Agreement, the County may, upon not less than ten (10) days' prior written notice to the Athletic Association, terminate this Agreement in whole or in part, or amend this Agreement to reduce or eliminate those obligations for which funding is no longer available. Such termination or amendment shall not constitute a breach or default by the County. If the County elects to amend this Agreement to materially reduce services, access, or other obligations affecting the Athletic Association's use of the Premises, the Athletic Association may, upon written notice to the County within ten (10) days of receipt of the amendment notice, elect to terminate this Agreement without penalty.

(e) **Lease Termination.** This Agreement is expressly contingent upon the continued existence of the Lease between the County and the School Board. Upon termination or expiration of the Lease, this Agreement shall automatically terminate upon written notice from the County,

executed by the County Manager or designee, with such termination to be effective on the date specified in the notice.

(f) This Section shall survive the expiration or termination of this Agreement and shall apply notwithstanding any contrary provision.

8. Payment.

The Athletic Association shall pay to the County rent in the amount of One Dollar (\$1.00) per year, payable in advance on or before the first day of each lease year during the term of this Agreement.

9. Subleasing and Non-Exclusive Use.

(a) The Athletic Association shall not assign this Agreement, sublease, sublicense, transfer, or otherwise grant any third party any right to use the Premises, in whole or in part. Any attempted assignment, sublease, or transfer in violation of this provision shall be void.

(b) The Premises are leased on a non-exclusive basis. The County retains sole authority to schedule, grant, or approve use of the Premises and its facilities. The County reserves the right to permit or enter into agreements for use of the Premises by other persons or entities at any time the Premises are not scheduled for use by the Athletic Association, as determined by the County. The County shall use reasonable efforts to coordinate scheduling with the Athletic Association to avoid conflicts and promote orderly use of the Premises.

10. Public Use.

(a) To the extent permitted under the Lease and by the School Board, the Premises may be made available for use by the general public on a first-come, first-served basis during times when the Premises are not scheduled for use by the Athletic Association or by other persons or entities authorized by the County.

(b) The Athletic Association may request temporary closure of all or a portion of the Premises to the general public upon a showing that such public use would materially damage or adversely affect the condition of the playing fields or facilities. No such closure shall be effective without the prior written approval of the County Representative.

11. Scheduling.

(a) Schedule Approval and Submission. The Athletic Association's use of the Premises is subject to prior approval by the County Representative of all season and post-season schedules. The Athletic Association shall provide:

- All league game and practice schedules;
- Not less than thirty (30) days' prior written notice of each season start date and registration deadline;

- Within thirty (30) days after the close of final registration, a copy of the sanctioning league's final roster; and
- Not less than thirty (30) days' prior written notice of any special events, tournaments, camps, clinics, fundraisers, or similar activities.

All post-season schedules shall likewise be submitted for approval.

(b) Notice of Activities; Scheduling Restrictions. The Athletic Association shall ensure that the County Representative receives written notice of the dates and times of all activities conducted at the Premises. Failure to provide current schedules or timely notice of schedule changes shall constitute a default under this Agreement if not cured as provided herein. Submission of blanket or placeholder schedules intended to prevent access to the Premises by others is prohibited.

12. Local Emergency/Field Closures.

(a) In the event of a local emergency declared by the County's Emergency Management Department or Emergency Operations Center, including but not limited to tropical storms, hurricanes, or public health emergencies, the County Representative or designee may postpone, delay, suspend, or cancel any activities or events at the Premises in the interest of public safety.

(b) The County may also close fields or facilities as necessary for maintenance, safety concerns, or weather-related conditions. The Athletic Association may elect to suspend its activities due to inclement weather, public health concerns, or declared emergencies but shall promptly notify the County Representative of such suspension.

13. Temporary Relocation Due to County Work or Improvements.

(a) The County reserves the right, upon reasonable notice to the Athletic Association, to temporarily relocate the Athletic Association's operations, activities, practices, games, programs, and related use of the Premises to an alternate County-approved location during the term of this Agreement if the County determines that maintenance, repairs, renovations, construction, capital improvements, or other work affecting the Premises is necessary or desirable.

(b) During any period of temporary relocation, the Athletic Association shall continue to remain responsible for all obligations associated with the Premises as required under this Agreement, including, without limitation, its obligations under Section 15 (Athletic Association Obligations Regarding Improvements, Maintenance, and Repair), Section 17 (Disposal Services), and Section 18 (Utilities), unless otherwise agreed to in writing by the County Representative.

(c) The County shall be responsible for obligations associated with the temporary relocation site to the extent such obligations are attributable to the County-designated temporary location and are not otherwise required of the Athletic Association under this Agreement.

(d) Any temporary relocation pursuant to this Section shall not constitute a breach, default, eviction, or termination of this Agreement and shall not entitle the Athletic Association to any compensation, rent abatement, damages, or other claims against the County.

14. County Obligations Regarding Improvements, Maintenance, and Repair.

(a) During the term of this Agreement, the County shall continue to dedicate the Premises to public recreational purposes. The County shall not undertake any material physical alteration of the Premises or any major construction project affecting the Premises without first consulting with the Athletic Association's Board of Directors or its designated representative. Such consultation shall not require the Athletic Association's approval, and final decisions shall remain within the County's sole authority.

(b) The County, as owner of the Premises, shall be responsible for the general management and maintenance of the Premises, except as otherwise specifically provided in this Agreement. The County does not assume, and shall not have any responsibility for, the Athletic Association's programs, activities, or day-to-day operations conducted on the Premises. All maintenance and management activities performed by the County shall be undertaken at the County's discretion and subject to the availability of budgeted funds and personnel. The Athletic Association may submit written maintenance requests; however, the County shall determine, in its sole discretion, the scope, method, and timing of any maintenance or repairs based on its assessment of need and available resources. The County's maintenance responsibilities are expressly subject to the Athletic Association's obligations under this Agreement, including, without limitation, Section 15 and Section 15(g) ("Damage to Premises").

(c) The County shall be responsible for the repair and maintenance of all permanent improvements located on the Premises, including fencing, buildings, backstop netting, and related support facilities. This responsibility includes maintenance and repair of building systems and physical plant components, such as HVAC, lighting, plumbing, electrical systems, and interior and exterior painting. The County shall also be responsible for the annual inspection and servicing of all fire extinguishers, as well as the inspection and maintenance of the County's water treatment facilities and wells located on the Premises.

(d) The County shall retain control and supervision of all irrigation systems located on the Premises and shall be responsible for all routine maintenance and necessary repairs. Irrigation controllers shall be used solely for watering the playing fields. The Athletic Association shall not alter, adjust, modify, or tamper with any portion of the irrigation system, including sprinkler heads or controllers. Any damage to the irrigation system caused by or arising from the acts or omissions of the Athletic Association or its officers, employees, contractors, agents, volunteers, participants, invitees, or guests shall be repaired or replaced at the sole cost and expense of the Athletic Association. The Athletic Association shall provide written notice to the County Representative promptly upon discovery of any such loss or damage.

(e) The County's Grounds and Maintenance Department and/or its contractor shall be responsible for the upkeep and maintenance of all grassed common areas and grassed playing fields located on the Premises. Such upkeep and maintenance shall include mowing, weeding, edging, and blowing. The County or its contractor shall perform these services in accordance with the schedule provided to the Athletic Association, weather and site conditions permitting. Grass shall be maintained at no less than 2 ½ inches in height, unless otherwise agreed to by the parties. The County shall also be responsible for pruning and trimming trees and shrubs as needed. The

Athletic Association shall not mow or otherwise perform grounds maintenance on the Premises without the prior express written consent of the County Representative. Any damage to the Premises caused by the Athletic Association's unauthorized mowing or maintenance activities shall be repaired or replaced at the sole cost and expense of the Athletic Association.

(f) The County's Grounds and Maintenance Department and/or its contractor shall be responsible for providing and administering all chemical applications to the playing fields located on the Premises. Such applications may include fertilizers, herbicides, pesticides, insecticides, and pre-emergent treatments, as the County or its contractor deems necessary or appropriate. These services shall be performed in accordance with the schedule provided to the Athletic Association, weather and site conditions permitting. The Athletic Association shall not apply any fertilizer, chemical, or other treatment to the playing fields without the prior express written consent of the County Representative. Any damage to the Premises caused by the Athletic Association's unauthorized application of chemicals or treatments shall be repaired or replaced at the sole cost and expense of the Athletic Association.

(g) The County shall be responsible for the leveling and grading of the grassed playing fields located on the Premises; provided, however, that the Athletic Association shall be responsible, at its sole cost and expense, for any leveling or grading necessitated by the acts or omissions of the Athletic Association, including, without limitation, the addition of excessive sand, clay, or other materials to the playing fields.

(h) If the Athletic Association fails to timely make the required repairs as provided herein, the County may perform such repairs and invoice the Athletic Association for all associated costs, which shall be due and payable upon receipt.

(i) Any questions regarding the County's maintenance or repair obligations under this Agreement shall be directed to the County Representative. The Athletic Association shall not contact the County's Grounds and Maintenance Department or any other County department directly regarding such matters.

15. Athletic Association Obligations Regarding Improvements, Maintenance, and Repair.

(a) The Athletic Association shall not make any improvements or alterations to the grounds, facilities, or buildings on the Premises without the prior written consent of the County Representative or the County Manager. Improvements and alterations include, but are not limited to, the addition of clay, sand, or dirt to the Premises. Any donation to the County by the Athletic Association, and any sponsorship or solicitation of funds or improvements related to the Premises, shall comply with the County's Donation and Sponsorship Policy, as applicable and as may be amended from time to time. Any approved improvements or alterations shall become the property of the County upon installation, unless otherwise agreed to in writing by the parties.

(b) The Athletic Association shall be responsible, at its sole cost and expense, for all routine upkeep and maintenance necessary to prepare the fields for athletic play. Such responsibilities include, but are not limited to, chalking, dragging, paint lining, and the placement or replenishment

of clay, sand, or dirt for bullpens, batting cages, diamond fields, and multi-purpose fields located on the Premises. Prior to dragging any field, the Athletic Association shall properly mark all irrigation and sprinkler heads to prevent damage.

(c) The Athletic Association shall ensure that all facilities on the Premises are kept clean, sanitary, and in good working order throughout the term of this Agreement. The Athletic Association shall provide, at its sole cost and expense, all supplies necessary for the operation, maintenance, and cleanliness of any concession areas and restroom facilities on the Premises throughout the term of this Agreement.

(d) The Athletic Association shall establish and enforce reasonable rules and guidelines designed to prevent damage to the Premises, including, by way of example, prohibiting the throwing or batting of balls into fencing.

(e) The Athletic Association shall promptly notify the County Representative upon discovery of any condition of disrepair on the Premises during its use or occupancy. All maintenance requests and any requests for improvements or alterations shall be submitted in writing to the County Representative.

(f) The Athletic Association shall obtain prior written approval from the County Representative before conducting any activity on or near the Premises that could reasonably be expected to adversely affect adjacent residential or commercial property.

(g) **Damage to Premises.** The Athletic Association shall be responsible for any loss of or damage to the Premises to the extent such loss or damage is caused by or arises out of the Athletic Association's use or occupancy of the Premises. The Athletic Association shall, at its sole cost and expense, promptly repair, restore, or replace any such loss or damage, including damage caused by the acts or omissions (whether negligent or otherwise) of the Athletic Association or its officers, employees, contractors, agents, volunteers, participants, invitees, or guests. The Athletic Association shall provide written notice to the County Representative promptly upon discovery of any such loss or damage. If the Athletic Association fails to timely make the required repairs, the County may perform the repairs and invoice the Athletic Association for the reasonable costs incurred, which shall be due and payable upon receipt.

16. Signage.

The Athletic Association shall obtain prior written approval from the County Representative before installing or displaying any permanent or non-permanent signage at the Premises. Approved signage will be provided at the Athletic Association's expense, unless otherwise agreed to in writing by the parties. Non-permanent signage or displays must be promptly removed when the Athletic Association does not have use of the Premises or upon conclusion of the related event, season, or purpose. The County may require removal of any signage it deems inappropriate or disruptive, and signage must comply with applicable federal, state, county, and municipal laws, ordinances, codes, and regulations.

17. Disposal Services.

(a) The Athletic Association shall, at its sole cost and expense, be responsible for the collection, removal, and proper disposal of all garbage, trash, and debris generated by its activities on the Premises. The Athletic Association shall provide and maintain, at its expense, an adequate on-site dumpster or other approved waste receptacles for such disposal. The Athletic Association shall take reasonable measures to secure all dumpsters and waste receptacles so as to prevent spillage, leakage, overflow, or access by animals, and to avoid the creation of nuisances or unsanitary conditions on the Premises.

(b) The Athletic Association shall also be responsible for the handling and disposal of any hazardous materials generated by its activities, in strict compliance with all applicable federal, state, and local laws and regulations.

(c) The Athletic Association shall also take reasonable measures to prevent unauthorized or illegal dumping, including maintaining adequate waste capacity and promptly reporting any instances of such dumping to the County Representative. The County shall be responsible for investigating and addressing third-party illegal dumping on the Premises.

(d) In the event the County authorizes a third party to use the Premises, such third party and/or the County shall be responsible for the collection and disposal of all garbage, trash, and debris generated by its use; however, nothing herein shall relieve the Athletic Association of its obligation to maintain the Premises in a clean and orderly condition during its periods of use.

18. Utilities.

(a) The Athletic Association shall, at its sole cost and expense, be responsible for payment of all utilities serving the Premises during the term of this Agreement, including, without limitation, water, electricity, fuel, oil, and gas; provided, however, that the County shall be responsible for payment of utilities associated with public amenities and restrooms on the Premises. The Athletic Association shall ensure that all utility charges for which it is responsible are timely paid directly to the applicable utility provider on or before the due date specified by the provider.

(b) If the County authorizes a third party to use the Premises and such use results in lighting or other utility charges billed to the Athletic Association, the Athletic Association shall submit an invoice to the County for reimbursement of the applicable per-hour lighting fee charged to the third party. Reimbursement shall be limited to the rates established in the County's then-current Schedule of Fees and Services ("Fee Schedule").

(c) The Fee Schedule is adopted by the Board of County Commissioners and may be amended from time to time. All fees are non-negotiable and subject to modification by the County during the term of this Agreement and any renewal thereof.

19. Concessions.

- (a) The Athletic Association may operate concession activities for the sale of food and non-alcoholic beverages at the Premises, provided it complies with all applicable federal, state, and local laws, County ordinances, and health regulations. The sale or consumption of alcoholic beverages is prohibited.
- (b) The Athletic Association may utilize existing concession equipment and may purchase new or used equipment as necessary for its operations. Any equipment installed or used by the Athletic Association shall not damage the Premises or interfere with existing facilities, utilities, or systems. The Athletic Association shall be responsible for any damage to the Premises or to County-owned or School Board-owned equipment resulting from its concession operations, including damage caused by equipment installed or used by the Athletic Association, and shall promptly repair such damage at its sole cost and expense.
- (c) County-owned or School Board-owned concession amenities shall not be moved, altered, removed, or used for personal purposes without prior written approval of the County Representative.
- (d) The Athletic Association shall be solely responsible for the maintenance, repair, inspection, and certification of all concession equipment used in its operations. The County may, at its discretion, perform any required inspections, including annual inspections and certifications of ventilated hood or fire suppression systems. In the event the County does not perform such inspections, the Athletic Association shall be responsible for ensuring that all required inspections and certifications are completed in accordance with applicable codes and regulations.
- (e) Copies of all required inspection reports and certifications shall be provided to the County Representative within ten (10) days after receipt. If any inspection identifies deficiencies, the Athletic Association shall promptly correct such deficiencies at its sole cost and expense and shall provide written proof of correction to the County Representative.

20. Combinations and Keys.

- (a) The Athletic Association shall provide the County with all keys, access codes, gate combinations, and other entry credentials necessary to access the Premises, including all buildings and supporting facilities.
- (b) The County shall have the right to enter the Premises at any reasonable time, with or without notice in the event of an emergency, for purposes including inspection, maintenance, repair, alteration, or any other lawful purpose related to the County's ownership and operation of the Premises.
- (c) The Athletic Association shall not change, rekey, remove, or install any locks or security devices without the prior written consent of the County. Any approved changes shall require the Athletic Association to promptly provide updated keys, codes, or combinations to the County.

21. Equipment Inventory.

(a) Within thirty (30) days after execution of this Agreement, and thereafter on an annual basis within thirty (30) days of the commencement of each lease year, the Athletic Association shall provide to the County Representative a current written inventory of all equipment and personal property owned by the Athletic Association and stored on the Premises.

(b) All equipment and personal property placed or maintained on the Premises by the Athletic Association shall remain at the sole risk of the Athletic Association. The County shall not be responsible for loss of or damage to such property.

(c) The Athletic Association may remove its equipment and personal property from the Premises at any time prior to, or upon, expiration or termination of this Agreement. Any equipment or personal property not removed within ten (10) days following the effective date of expiration or termination shall be deemed abandoned and may, at the County's option, become the property of the County and/or the School Board without compensation to the Athletic Association.

22. Non-Profit/Charitable Organization Status.

Throughout the term of this Agreement, the Athletic Association shall remain duly organized, registered, and in good standing as a Florida not-for-profit corporation with the Florida Department of State, Division of Corporations, and shall maintain recognition as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. Upon written request by the County, the Athletic Association shall provide documentation evidencing its current active status with the Division of Corporations and its federal tax-exempt status under Section 501(c)(3).

23. Financial Reporting.

(a) Within thirty (30) days after execution of this Agreement, the Athletic Association shall provide to the County Representative a copy of its most recently filed IRS Form 990. Thereafter, during the term of this Agreement and any renewal term, the Athletic Association shall provide to the County Representative a copy of its annual IRS Form 990 within ten (10) days after the filing deadline applicable to the Athletic Association.

(b) If the Athletic Association files for an extension of time to submit its Form 990, the Athletic Association shall provide a copy of the extension request or approval to the County Representative within ten (10) days after filing such extension.

24. Incident Reporting.

The Athletic Association shall notify the County Representative and submit a completed Incident Report, using the form attached as *Attachment 2*, within twenty-four (24) hours of any accident or incident occurring on the Premises that: (i) requires medical attention, (ii) involves response by law enforcement, fire, or other public safety personnel, or (iii) results in property damage. Failure to comply with this reporting requirement shall constitute a default under this Agreement and may result in termination in accordance with the Agreement's default provisions.

25. Insurance.

(a) The Athletic Association acknowledges and agrees that it is solely responsible for insuring all equipment, supplies, and other personal property owned by the Athletic Association and located or stored on the Premises. The County shall have no responsibility or liability for any loss of or damage to such property. The cost of repair or replacement of all such property, regardless of cause, shall be borne solely by the Athletic Association.

(b) The Athletic Association shall maintain, at its sole cost and expense, the following insurance coverage throughout the term of this Agreement and any renewal or extension thereof:

Commercial General Liability Insurance

Coverage must be afforded under a Commercial General Liability policy (including premises operations and contractual liability) with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations
- \$50,000 each occurrence for Damage to Rented Premises
- \$5,000 Medical Expenses (any one person)

The policy shall cover the entire Premises and shall not exclude athletic or sports participation. Coverage shall apply to all scheduled activities and events conducted by the Athletic Association and to operations performed by its officers, employees, agents, contractors, volunteers, and invitees.

(c) Participant Accident Coverage. The Athletic Association shall obtain and maintain accident insurance covering all participants using the Premises in connection with its programs. Proof of such coverage shall be provided to the County Representative no less than thirty (30) days prior to the commencement of each sports season.

(d) Providing and maintaining the required insurance coverage is a material obligation of the Athletic Association. The Athletic Association shall not commence use of the Premises until valid certificates of insurance evidencing the required coverage have been delivered to the County's Purchasing Department.

(e) The certificates of insurance for Commercial General Liability coverage shall specifically include both the County and the School Board as Additional Insureds and shall 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**" and "**The School Board of Clay County, Florida, its employees, agents, and boards, as their interests may appear**" as "**Additional Insureds.**" Certificates shall indicate whether coverage is written on an occurrence or claims-made basis. If written on a claims-made form, the retroactive date shall be no later than the Effective Date of this Agreement. The Agreement number shall be identified on the certificates.

(f) The Certificate Holder on the certificates of insurance should read as follows: “**Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043**” or as otherwise designated by the County’s Purchasing Department.

(g) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days’ notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Athletic Association to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Athletic Association shall provide the County’s Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Athletic Association agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(h) These insurance requirements may be modified and/or waived, in whole or in part, upon written approval by the County Manager or designee, without the need for a formal amendment to the Agreement.

26. Indemnification.

(a) To the fullest extent permitted by law, the Athletic Association shall indemnify, defend, and hold harmless Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida, and their respective officers, employees, agents, officials, boards, and commissions, as well as the School Board of Clay County, Florida, and its respective officers, employees, agents, officials, and boards, from and against any and all claims, demands, causes of action, damages, losses, liabilities, fines, penalties, judgments, and expenses, including reasonable attorneys’ fees and costs, arising out of or related to the Athletic Association’s use or occupancy of the Premises, including any surrounding lands, parking areas, roadways, and appurtenant facilities, or arising out of or related to the acts or omissions of the Athletic Association or its officers, employees, agents, contractors, volunteers, invitees, participants, or guests. This indemnification obligation shall not apply to the extent a claim is caused by the gross negligence or willful misconduct of the County or the School Board.

(b) The obligations set forth in this Section are independent of, and shall not be limited by, any insurance coverage maintained by the Athletic Association.

(c) This Section shall survive expiration or termination of this Agreement.

27. Sovereign Immunity.

Neither the County nor the School Board agrees to indemnify the Athletic Association or any other person or entity for any purpose whatsoever. To the extent any indemnification by the County or the School Board 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 or the School Board's sovereign immunity protections. This Section shall survive the termination or expiration of this Agreement.

28. Non-Discrimination.

The Athletic Association shall not discriminate against any person or preclude participation in activities or events conducted at the Premises because of race, color, sex, religion, handicap, disability, age, or national origin.

29. Background Screenings.

(a) **Required Screenings.** At its sole cost and expense, the Athletic Association shall conduct annual background screenings of all current and prospective athletic coaches, assistant coaches, managers, and referees participating in any activity, practice, game, or event at the Premises. All screenings shall be performed in accordance with Section 943.0438, Florida Statutes, as it may be amended from time to time.

(b) **Annual Certification.** On or before the start of each sports season, the Athletic Association shall provide the County Representative with a notarized certification, in the form attached as *Attachment 3* (as may be revised by the County from time to time), identifying all athletic coaches, assistant coaches, managers, and referees and certifying compliance with this Section and Section 943.0438, Florida Statutes.

(c) **New Personnel.** Any new or prospective athletic coach, assistant coach, manager, or referee not included in the most recent certification shall complete the required background screening and receive clearance prior to participating in any activity at the Premises. Within five (5) days after such clearance, the Athletic Association shall provide the County Representative with an updated notarized certification including such individual.

(d) **Compliance with Law and County Requirements.** The Athletic Association shall comply with any additional background screening requirements imposed by applicable law or reasonably required by the County during the term of this Agreement.

(e) **County Rights; Audit.** Upon request, the Athletic Association shall provide documentation sufficient to verify the completion and results of any required background screening, subject to applicable law. The County reserves the right to disqualify any athletic coach, assistant coach, manager, or referee based on screening results and to conduct random audits and/or independent background screenings to confirm compliance with this Section.

30. Coach Certification.

The Athletic Association agrees to conduct all athletic programs and seasons under the sanctioning or governance of a nationally recognized governing body or organization. All coaches, assistant coaches, and, where applicable, referees or officials participating in activities conducted under this Agreement shall be properly certified by such nationally recognized governing body or

organization prior to participating in any practice, game, event, or related activity. All required certifications shall be maintained in good standing and kept current in accordance with the standards of the applicable governing body or organization. The Athletic Association shall provide proof of current certification to the County Representative prior to the commencement of each sports season and upon request thereafter.

31. Education, Policies, and Practices.

The Athletic Association shall develop, maintain, and enforce the following guidelines, codes, bylaws, and/or policies. The Athletic Association shall communicate these policies to coaches, assistant coaches, referees, officials, administrators, parents, players, board members, and volunteers through all reasonably available means, including the Athletic Association's website and registration materials. The County reserves the right, at any time upon request, to review any such guidelines, codes, bylaws, and/or policies, and the Athletic Association shall provide copies of the same to the County within five (5) business days of such request.

- a) Sportsmanship Code of Conduct. The Athletic Association shall adopt and communicate a sportsmanship code of conduct establishing standards of behavior for all participants and spectators. The code shall clearly identify unacceptable conduct, including but not limited to bullying, harassment, berating players, coaches or officials, use of vulgar or abusive language, and other inappropriate behavior. The code of conduct will promote fair play, respect for the game, and appropriate conduct in both winning and losing. The code shall include enforcement procedures and an implementation plan.
- b) Concussion Education, Policies and Practices. In accordance with Section 943.0438, Florida Statutes, the Athletic Association shall adopt and implement concussion education and safety policies. The Athletic Association shall educate coaches, assistant coaches, referees, officials, administrators, youth athletes, and parents or guardians regarding the risks of concussion and head injury. The Athletic Association shall require a parent or guardian of each youth athlete participating in athletic competition, or seeking to participate, to sign and return an informed consent form each year acknowledging the nature and risks of concussion and head injury, including the risks associated with continued participation after a concussion. Any youth athlete suspected of sustaining a concussion or head injury during practice or competition shall be immediately removed from participation and shall not return to activity until medically cleared by an appropriate health care practitioner trained in the diagnosis, evaluation, and management of concussions.
- c) Accountability Procedure and Disciplinary Procedures. The Athletic Association shall establish and enforce written accountability and disciplinary procedures to address violations of the Athletic Association's policies and the County's park rules and regulations, including procedures for suspension or removal of individuals who fail to comply.
- d) Coaching Recruitment Policy. The Athletic Association shall adopt and implement a coaching recruitment policy that encourages the recruitment and selection of qualified coaches, volunteers, and administrators in a fair and nondiscriminatory manner.

32. Human Trafficking Attestation.

In compliance with Section 787.06 (14), Florida Statutes, the undersigned, on behalf of the Athletic Association, a nongovernmental entity, hereby attests under penalty of perjury as follows:

- a) The Athletic Association does not use *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
- b) If, at any time in the future, the Athletic Association does use coercion for labor or services, the Athletic Association will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
- c) By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

33. Documentation and Reporting Requirements.

(a) Within thirty (30) days after execution of this Agreement, and thereafter on an annual basis within thirty (30) days of the commencement of each lease year (or as otherwise required by this Agreement or requested by the County Representative), the Athletic Association shall provide the following documentation to the County Representative:

1. A current list of Board members, directors, and officers, including contact information.
2. Articles of incorporation and current bylaws.
3. Dates, times, and locations of all Board meetings.
4. Certificates of Insurance or other required proof of insurance.
5. Most recent IRS Form 990.
6. Proof of continued eligibility to receive tax-deductible charitable contributions as an exempt organization.
7. Evidence of membership in a nationally recognized governing body or organization.
8. A current list of all coaches, assistant coaches, and referees/officials, including contact information.
9. Team and player rosters, including player names, addresses, zip codes, and coach information, together with a copy of the sanctioning league's final roster, to be submitted within thirty (30) days following the close of final registration for each sports season.
10. A notarized affidavit (using form provided by the County) confirming compliance with required background screenings.
11. Proof of coach certification.
12. Season and post-season schedules.
13. A current equipment inventory.
14. Upon request, completed and signed applications submitted by all coaches, assistant coaches, and referees subject to background screening.

The Athletic Association shall promptly notify the County Representative in writing of any material changes to the information provided and shall submit updated documentation within fifteen (15) days of such change.

The County reserves the right to meet with the Athletic Association to review compliance with this Section and other obligations under this Agreement.

Failure to timely provide required documentation shall constitute a default under this Agreement and may result in termination in accordance with the Agreement's default provisions.

(b) The Athletic Association represents and warrants that all information, documents, and materials submitted to the County in connection with this Agreement are true, accurate, and complete to the best of its knowledge. Any material misrepresentation or omission shall constitute a default under this Agreement.

34. Notice.

All notices required or permitted under this Agreement (excluding day-to-day and routine communication in the administration of this Agreement in the ordinary course) shall be in writing and shall be deemed given as follows:

1. Upon delivery, if delivered by hand;
2. On the next business day, if sent by a nationally recognized overnight courier (such as Federal Express or UPS);
3. Five (5) business days after deposit in the United States Mail; or
4. Upon transmission, if sent by electronic mail, provided that no notice of delivery failure is received by the sender.

Notices shall be sent to the parties at the addresses set forth below, or to such other address as a party may designate in writing to the other party.

To Athletic Association:

The designated representative identified in writing pursuant to this Agreement, at the address and email most recently provided to the County Representative.

To County:

Clay County Parks and Recreation
Attention: Parks and Recreation Director
P.O. Box 1366
Green Cove Springs, FL 32043
Email: justin.pierce@claycountygov.com

With a copy to:
Clay County
Attention: County Manager
P.O. Box 1366
Green Cove Springs, FL 32043

35. Public Records.

(a) Access to, disclosure of, and exemption from disclosure of any records, data, documents, or materials made or received in connection with this Agreement shall be governed by Chapter

119, Florida Statutes, and any other applicable state or federal law (together, the Public Records Laws).

(b) 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. In accordance with the requirements of Section 119.0701, Florida Statutes, the Athletic Association covenants to comply with the Public Records Laws, and in particular to:

1. Keep and maintain public records required by the County in connection with this Agreement;
2. Upon request from the County's custodian of public records, provide the County with a copy of requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided by law;
3. Ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law; and
4. Upon termination of this Agreement, transfer, at no cost to the County, all public records in possession of the Athletic Association or keep and maintain such records in accordance with Florida law.

(c) A request to inspect or copy public records relating to this Agreement must be made directly to the County's custodian of public records.

IF THE ATHLETIC ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ATHLETIC ASSOCIATION'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.

36. Audit.

The Athletic Association shall retain all records relating to this Agreement for a period of at least five (5) years after the Agreement ends or terminates, whichever occurs first. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, the County reserves the right to examine and/or audit such records, including the financial information of the Athletic Association. This Section shall survive the termination or expiration of this Agreement.

37. 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.

38. Amendment or Modification of Agreement.

The Agreement may only be modified or amended upon mutual written agreement of the County and the Athletic Association. No oral agreements or representation shall be valid or binding upon either party. No alteration or modification of the Agreement terms shall be valid or binding against the County.

39. 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.

40. Remedies.

The parties will 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.

41. 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.

42. 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.

43. Independent Contractor.

(a) Each party will perform its duties under this Agreement as an independent contractor. The parties will not be considered to be employees or agents of the other party. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

(b) The Athletic Association shall be responsible for all costs of its own personnel, staff, and/or volunteers including any applicable pay, benefits, support, and travel. The Athletic Association shall also be responsible for the supervision and management of its own personnel, staff, and/or volunteers.

44. 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.

45. No Waiver.

Failure by either the County or the Athletic Association to insist upon strict performance of any term, condition, or obligation of this Agreement, or to exercise any right or remedy available under this Agreement, shall not be construed as a waiver of such term, condition, obligation, right, or remedy. Any waiver of a specific default shall not be deemed a waiver of any subsequent or other default.

46. 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.

47. 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.

48. 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.

49. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

50. Authority to Execute.

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 shall constitute a legal and binding obligation of such party.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Fleming Island Athletic Association, Inc.

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____

Kristen Burke
Its Chairman

ATTEST:

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

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ATTACHMENT 1
RESOLUTION

RESOLUTION NO. 2025/2026-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, APPROVING THE SUBLEASE OF COUNTY-LEASED PROPERTY PURSUANT TO SECTION 125.38, FLORIDA STATUTES, TO FLEMING ISLAND ATHLETIC ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION; AND PROVIDING FOR AN EFFECTIVE DATE.

RECITALS

WHEREAS, on September 20, 2012, the County entered into that certain Lease Agreement with the School Board of Clay County, Florida (“School Board”), designated by the County as Lease No. 11/12-167 (the “Lease”), for the lease of certain real property known as Neptune Park, located at 2070 Thunderbolt Road, Fleming Island, Florida 32003, together with the recreational facilities and athletic fields situated thereon (the “Premises”); and

WHEREAS, on August 9, 2022, the County and the School Board entered into the First Renewal of the Lease, attached hereto as *Attachment 4* inclusive of the Lease, which renewed the Lease for an additional ten (10) year term through September 19, 2032; and

WHEREAS, pursuant to the Lease, the County is authorized to sublease the Premises to an athletic association; and

WHEREAS, Fleming Island Athletic Association, Inc. (the “Athletic Association”) is a Florida not-for-profit corporation that provides youth sports, recreational activities, and related programs within Clay County; and

WHEREAS, the Athletic Association is the current sublessee of the Premises pursuant to a prior sublease agreement with the County, which is set to expire; and

WHEREAS, the Athletic Association has submitted a new application to the Board of County Commissioners of Clay County, Florida (the “Board”) requesting approval to enter into a new Sublease Agreement for continued use of the Premises for organized youth sports, practices, games, recreational activities, and related programs; and

WHEREAS, the County desires to sublease the Premises to the Athletic Association for a term commencing July 1, 2026, and continuing through June 30, 2029, with renewal options as provided in the Sublease Agreement, in consideration of annual rent in the amount of One Dollar (\$1.00), payable in advance on or before the first day of each lease year; and

WHEREAS, pursuant to Section 125.38, Florida Statutes, the Board finds that (1) the Athletic Association is a not-for-profit corporation, (2) the use of the Premises for youth sports and recreational purposes serves a valid public purpose and promotes the health, safety, and welfare of the community, (3) the Premises are not otherwise needed for County purposes during

the term of the Sublease Agreement, and (4) the sublease is in the best interest of the County.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and correct, are incorporated herein by reference, and constitute findings of fact of the Board.

Section 2. Pursuant to section 125.38, Florida Statutes, the Board hereby approves the County's entry into a new Sublease Agreement with the Athletic Association for the Premises, for the term, rent, and purposes described above and more particularly set forth in the Sublease Agreement.

Section 3. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED by the Board of County Commissioners of Clay County, Florida this 9th day of June, 2026.

BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA

By: _____
Kristen Burke, Its Chairman

ATTEST:

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

ATTACHMENT 2
INCIDENT REPORT



NON-EMPLOYEE INCIDENT REPORT FORM Clay County

Use to document all incidents/accidents experienced by non-county employees (citizens) when visiting County property

Name (Person Completing form): _____ Dept.: _____

Date of Report: _____ Location: _____

Involved Party

Name: _____ Phone # _____

Address: _____

Witness:

Name: _____ Phone # _____

Address: _____

Date of Incident: _____ Time of Incident: _____

Location of Incident: _____

Description of Incident or Accident

Did Individual Require Medical Treatment, if so please provide detail and Responding Agency:

Signature of Person Completing Form: _____

Supervisor Signature: _____

Department Head Signature: _____

Return to:
Risk Management via email at RiskManagement@claycountygov.com and
Parks and Recreation via email at parksandrecreation@claycountygov.com

Clay County
Board of County Commissioners
Risk Management Office
PO Box 1366
477 Houston Street
Green Cove Springs, FL 32043
904-540-4888

ATTACHMENT 3
BACKGROUND SCREENING
AFFIDAVIT



Clay County Athletic Association
Background Screening Affidavit
(To be submitted on or before the start of each Sports Season)

I, _____, as the authorized representative of _____ (“Athletic Association”), and having the authority to bind the Athletic Association, do hereby certify under the penalty of perjury that the foregoing is true and correct:

1. The Athletic Association shall comply with the background screening and disqualification requirements of Section 943.0438 (2), Florida Statutes, as they may be amended from time to time.
2. In accordance with Section 943.0438, Florida Statutes, the Athletic Association conducted an annual Level 2 background screening under Section 435.04, Florida Statutes for each current and prospective athletic coach, assistant coach, manager, and referee named in the list attached hereto.
3. The attached list provides only those names that have successfully passed the background screening process and are not otherwise disqualified to act as an athletic coach, assistant coach, manager, and/or referee in accordance with Section 943.0438 (2), Florida Statutes.
4. No athletic coach, assistant coach, manager, or referee other than those who have successfully passed the background screening process and are not otherwise disqualified will be permitted to act on behalf of or in any official capacity with the Athletic Association during the term of the Athletic Association’s Lease Agreement and/or Event Reservation with Clay County.
5. Any new or prospective athletic coach, assistant coach, manager, or referee not named in the attached list, shall be subjected to the background screening required under Section 943.0438, Florida Statutes before participating in any game, practice, or event. Such names must be submitted to Clay County Parks and Recreation Department within five days of approval of the background screening.
6. The Athletic Association maintains appropriate records and documentation to verify compliance with background screening and disqualification requirements and will make such records available to Clay County and any appropriate authorities upon request.

7. The Athletic Association understands and acknowledges that Clay County reserves the right to disqualify any athletic coach, assistant coach, manager, and/or referee based upon the results of the background screening.
8. The Athletic Association further understands and acknowledges that Clay County reserves the right to conduct random audits and/or background screenings of each athletic coach, assistant coach, manager, and/or referee of the Athletic Association to ensure compliance with Florida law.

ATHLETIC ASSOCIATION

_____ **Print Name**

Signature: _____
 Authorized Representative for Athletic Association

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
 COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of (___) physical presence or (___) online notarization, this ___ day of _____, 20___, by _____.

(Notary Seal)

 Notary Public
 Print Name: _____
 My Commission Expires: _____

Personally Known _____ OR Produced Identification _____
 Type of Identification Produced _____

ATTACHMENT 4
SCHOOL BOARD LEASE

CLAY COUNTY AGREEMENT/CONTRACT #11/12-167 RN1

**FIRST RENEWAL TO LEASE AGREEMENT BETWEEN CLAY COUNTY, FLORIDA
AND THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
[Re: Neptune Park]**

This First Renewal to the Lease Agreement (“First Renewal”) is made and entered into this 9 day of August, 2022, by and between Clay County, a political subdivision of the State of Florida (the “County”), and the School Board of Clay County, a body corporate and political subdivision of the State of Florida (“School Board”).

RECITALS

WHEREAS, on September 20, 2012, the parties entered into a Lease Agreement, Clay County Agreement/Contract #11/12-167 (“Lease”), a copy of which is attached hereto and incorporated herein as **Attachment A**, wherein the School Board agreed to lease the Premises to the County as described in the Lease known as Neptune Park located at 2070 Thunderbolt Rd, Fleming Island, FL 32003; and

WHEREAS, the Lease provides for an initial ten (10) year term that ends on September 19, 2022 with the option for the parties to enter into an additional ten year term upon execution of a renewal agreement; and

WHEREAS, during the initial ten (10) year term the County worked with a contractor to make improvements to the Premises to include the construction of recreational facilities and athletic fields on the Premises; and

WHEREAS, the County currently subleases the Premises to Fleming Island Athletic Association, Inc., a Florida Non-Profit Corporation, for the purpose of the athletic association providing a location for members of its organization and teams to engage in organized youth sports, recreational activities, and events in Clay County; and

WHEREAS, the County desires the continued use of the Premises for organized youth sports, recreational activities, and events in Clay County which promote community interest; and

WHEREAS, the parties wish to enter into this First Renewal to renew the Lease for an additional ten (10) year term commencing September 20, 2022 and continuing through September 19, 2032.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. The Lease is hereby renewed for an additional ten (10) year term commencing September 20, 2022 and continuing through September 19, 2032.

3. Except as expressly provided herein, all other terms and conditions of the Lease not affected by this First Renewal are incorporated herein and shall remain in full force and effect.

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

IN WITNESS WHEREOF, the parties hereto have executed this First Renewal as of the date and year first written above.



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

By: WFBolla
WFBolla (Aug 11, 2022 14:33 EDT)

Wayne Bolla
Its Chairman

ATTEST:

A handwritten signature in black ink, appearing to read "Tara S. Green".

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

2. The Lease is hereby renewed for an additional ten (10) year term commencing September 20, 2022 and continuing through September 19, 2032.

3. Except as expressly provided herein, all other terms and conditions of the Lease not affected by this First Renewal are incorporated herein and shall remain in full force and effect.

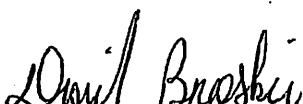
4. The parties agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this First Renewal and have the same force and effect as manual written signatures. Each person signing on behalf of the parties represents and warrants that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

IN WITNESS WHEREOF, the parties hereto have executed this First Renewal as of the date and year first written above.

The School Board of Clay County, Florida

By: 
Mary Bolla
Chairperson

ATTEST:



David Broskie
Superintendent of Schools

ATTACHMENT A LEASE AGREEMENT

LEASE AGREEMENT #11/12- 167

THIS LEASE made and entered into this 20th day of September, 2012, by and between The School Board of Clay County, Florida **hereinafter called School Board or the Lessor**, and Clay County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, **hereinafter called the Lessee**.

WHEREAS, the School Board promotes school/community interaction and provides for the use of school property by outside agencies which comply with School Board Policy.

WHEREAS, in consideration of the covenants hereinafter contained in this Lease to be performed by the Lessee, the Lessor does hereby let, lease, and demise unto the Lessee, the following described property lying and being in Clay County, Florida, and hereinafter referred to as "the Premises" to-wit:

A part of Section 8, lying in Township 5 South, Range 26 East, Clay County, Florida, being more particularly described as follows: For a point of reference commence at the corner common to said sections 5 and 8 with section 6 and 7, said Township and Range; thence south 06 degrees 25 feet 27 inches west, along the line dividing said Section 7 from said Section 8, a distance of 2,029.71 feet; thence north 88 degrees 34 feet 03 inches east, a distance of 1,999.07 feet; thence continue north 88 degrees 34 feet 3 inches east, a distance of 139.42 to the easterly line of a 66 foot unrecorded Clay Electric easement; thence North 02 degrees 43 feet 18 inches east, along said easterly line of the Clay Electric easement, a distance of 1,018.40 feet to the point of beginning. From the point of beginning thus described continue north 02 degrees 43 feet 18 inches east along said easterly line of the Clay Electric easement, a distance of 824.93 feet; thence north 90 degrees 00 feet 00 inches east, a distance of 355.64 feet; thence south 0 degrees 38 feet 40 inches east, a distance of 824.05 feet; thence south 90 degrees 0 feet 0 inches west, a distance of 404.11 feet to the point of beginning.

WHEREAS, it is the intention of the Clay County Board of County Commissioners to partner with an athletic association, **hereinafter called Sublessee**, through a Sub-Lease Agreement, to make improvements to the above described premises consisting of practice fields, and other support infrastructure for use in tournaments, and other organized sports activities for the citizens of Clay County, and the School Board approves of this use.

NOW, THEREFORE IT IS AGREED:

1. **Lessor leases** the premises aforesaid unto the said Lessee for a term of ten (10) years, commencing on September 20, 2012 and ending on September 20, 2022. Said Lessee shall pay to the Lessor \$1.00 per year as rent for the said premises, the receipt of which is hereby acknowledge, and deemed sufficient consideration. Additionally, in addition to the aforementioned rent the Lessee shall be responsible for the payment of any utility bills, taxes, municipal, county or state fees or assessments of any kind or nature whatsoever as they accrue and become payable.
2. The Lessee is authorized by the terms of this lease to sublease the Premises to an athletic association (the Sublessee) which will clear the land, build three fields, construct a

parking lot, and install fencing to separate the leased premises from the Thunderbolt school site. All improvements to the land which is the subject of this lease must be pre-approved by the Lessor. The Lessor acknowledges and approves the intended use of the premises by the Lessee and the Sublessee for public and organized athletics and play. The Lessee's Sublessee shall control the use of and schedule the organized activities on said premises. The Lessee and the Sublessee shall permit the public use of the facilities on said premises at such times as organized activities are not previously scheduled by the Sublessee. School Board employees may, through timely notice to the Sublessee, schedule the use of said leased facilities at such times as organized activities of Clay County and/or the Sublessee of Clay County are not previously scheduled by the Sublessee. Any sublease shall provide that sublessee shall be bound by all of the terms of this lease and shall state that the sublease shall immediately terminate upon the termination of this lease.

3. The term of this lease shall be for ten years. This Lease may be renewed for an additional ten year term on the same conditions upon execution of a renewal agreement by the parties hereto.
4. On expiration of this Lease, the property shall be surrendered to the Lessor in as good condition in all respects as it now is tendered, reasonable wear and tear excepted.
5. The said Lessee shall make no unlawful, improper, or offensive use of said premises: **Intoxicants, narcotics and tobacco products shall not be permitted on the leased Premises; no alcoholic beverages or liquor is to be brought on the leased premises, consumed, displayed or discarded thereon (Clay County Code, Chapter 3, Article I, Ordinance 79-15, as amended by Ordinance 91-54). Failure to report immediately alcohol use on said premises to the Clay County Sheriff's Department by the Lessee will be a violation of the Lease. Continued lack of enforcement of this section will serve as grounds for the immediate termination of this Lease by the Lessor. Any sublessee will also be required to sign a sublease containing this provision.**
6. Lessee shall require any Sublessee to be responsible for insuring that appropriate background investigations are conducted on all individuals, to include coaches, volunteers, directors, etc., that are in any way involved with the children participating in recreational activities on the Premises during the term of this Lease.
7.
 - (a) The Lessee shall at all times during the Lease Term have a leasehold estate in the Premises with full right to the use, enjoyment and possession of such leasehold estate therein.
 - (b) Possession and the use of the Premises, together with all improvements and fixtures thereon, shall, upon the last day of the Lease or earlier termination of this Lease, automatically revert to the Lessor free and clear of liens and encumbrances. Upon such termination of this Lease, the Lessee shall peaceably and quietly surrender the Premises to the Lessor, together with any associated improvements and fixtures located in or upon the Premises.

- (c) Any personal property of the Lessee or of any natural person, corporation, partnership, trust, or other legal entity (hereinafter referred to as "Person") which shall remain on the Premises after the expiration or earlier termination of the Lease and for thirty (30) days after the request by the Lessor for removal, shall at the option of the Lessor, be deemed to have been abandoned and may be retained by the Lessor and the same may be disposed of, without accountability, in such manner as the Lessor may see fit.
 - (d) All such improvements hereinafter made shall be and become the property of the Lessor at the end of the lease term unless written agreement between the parties provides otherwise.
- 8. Lessee agrees that its Sublessee shall bear the cost for labor, materials and other items in connection with any improvements hereinafter authorized; and the said Lessee shall not permit any lien to be placed upon the said premises by reason of such improvements, as necessitated by their use of the premises. The Lessee shall be responsible for the payment of all utility charges, janitorial services, water, sewer and garbage collection, as well as the proper disposal of any and all hazardous, or biohazardous waste generated on the Premises, in accord with all applicable laws therefor. The Lessee shall be responsible for the maintenance and repair for the Premises.
- 9. Lessee shall keep the grounds in a sanitary condition as well as conforming to all laws affecting said premises.
- 10. This Lease shall be binding upon the parties hereto, their successors and assigns.
- 11. The School Board prohibits the use of school property by any outside agency or organization which uses the school name and/or mascot in connection with its activities.
- 12. The Lessee agrees to accept the Premises in its presently existing condition, "as is". Lessor makes no warranties regarding the condition of the Premises or the suitability of the Premises for the construction of three sports fields and a parking lot thereon.
- 13. (a) Each of the following events shall be deemed a material default by the Lessee hereunder and a breach of this Lease:
 - (i) If the Lessee fails to pay, when due, any sum which the Lessee is obligated to pay under the terms and provisions of this Lease, including any taxes or fees due under Section 11 herein and any insurance premiums or charges due under Section 14 and such sum remains unpaid for a period of ten days after receipt of written notice thereof to the Lessee from the Lessor; or,
 - (ii) If the Lessee uses the Premises or associated improvements and fixtures for any purpose not permitted by this Lease or in violation of the laws of Clay County, the State of Florida or the United States of America, and such use shall continue for a period of thirty days after the Lessor has given written notice to the Lessee to desist from such use; or,

- (iii) If the Lessee or Sublessee uses the Premises in violation of Section 4 of this Lease.
 - (iv) This list of events of default (i)--(iii) is not exclusive.
 - (b) In the event that any item of default set forth above is of such a nature that it cannot be remedied within the time limits therein set forth, then the Lessee shall have such additional time as is reasonably necessary to cure such default, provided the Lessee diligently commences the curing of such default within said time limits and proceeds to completely cure the same in a timely and diligent manner.
 - (c) This Lease is subject to cancellation by either party only for cause by virtue of the events of default described above which are left uncured after a reasonable time to cure is provided to the party at fault. The determination as to what constitutes a "reasonable time to cure" shall lie solely within the discretion of the School Board. Any party wishing to terminate this lease for cause shall deliver written notice of any default to the other party and provide a minimum of 30 days or a reasonable time under the circumstances to cure, whichever is more.
14. Upon the occurrence of any default by the Lessee as set forth in Section 12 which has not been cured (and is not in the process of being cured) under Section 12(b), but not otherwise, the Lessor may take or bring whatever action as may be allowable at law or in equity and as may appear necessary or desirable to enforce its rights hereunder, which shall include the right to declare this Lease terminated and initiate eviction proceedings. Said remedies are cumulative and the exercise of one shall not be deemed an abandonment of any other remedy.
15. The Lessee and/or any Sub-Lessee must furnish annually, certificates of insurance which specify the following insurance requirements: \$300,000.00 coverage for Commercial General Liability per occurrence, \$300,000.00 coverage for Automobile Liability per occurrence, and 100,000.00/\$100,000.00/\$500,000.00. Employers Liability and Statutory Workers Compensation. Commercial General Liability limits of \$500,000.00 to \$1,000,000.00 may be required for certain events. Certificates of Insurance must be original documents, must name the School Board of Clay County as an additional insured, must provide for a 30-day Notice of Cancellation, and must be sent directly from the insurance agent to the School Board representative.
16. Firearms, explosive devices, firecrackers and other such items may not be brought on the leased Premises without specific Lessor approval, except by persons allowed under Florida Statutes, sections 790.25(3)(a) and 790.52.
17. The Lessee and/or Sub-Lessee shall not permit any toxic materials or other similar substances to be used on the leased Premises and shall be responsible for the supervision of all participants involved in its sponsored activities and shall be responsible for the care of the grounds while in use.

18. Subject to and within the limitations of Section 768.28, Florida Statutes, Lessee agrees to defend, indemnify and save harmless the Lessor and all its employees, officers, agents, and servants against all suits and costs and damages, including reasonable attorney's fees, to which the Lessor or any of its employees, officers, agents, or servants may be put by reason of injury to the person or property of others resulting from the activities of the Lessee or any Sublessee on the Premises, either through the negligence of the Lessee or Sublessee or through any act or omission on the part of the Lessee or its Contractor, their agents, employees, servants, or subcontractors.
19. Lessee is responsible for insuring appropriate background investigations have been conducted on all individuals, to include Non-Clay County employees and volunteers that are in any way involved with the children participating in the activities at the facility during the term of this said Lease.
20. Any revisions to this Agreement must be made in writing and shall be signed by the Lessor and the Lessee. The terms of any extension of an agreement shall be incorporated in any extension document, in writing, and reflect changes in School Board policy as to rental fees, insurance limits, usage limits, and all other contract terms.
21. The parties acknowledge that Lessee intends, through the use of a Sublessee, to construct three sports fields and a parking lot on the Premises. Lessee agrees to defend, indemnify and save harmless the Lessor and all its employees, officers, agents, and servants against all suits and costs and damages, including reasonable attorney's fees, to which the Lessor or any of its employees, officers, agents, or servants may be put by reason of injury to the person or property of others resulting from the construction on the Premises, either through the negligence of the Lessee or its Contractor or through any defective machinery or through any act or omission on the part of the Lessee or its Contractor, their agents, employees, servants, or subcontractors.
22. This Agreement shall be effective when it is fully executed by both parties.

THE SCHOOL BOARD OF
CLAY COUNTY, FLORIDA

Carol Y. Studdard
Chairman

Date: 20 Sep 12

CLAY COUNTY, a political subdivision of
the State of Florida, by and through its
Board of County Commissioners

Daryl P. Kirby
Chairman, Board of County Commissioners

Date: September 25, 2012

ATTEST:
Stephanie G. Kopelousos
Stephanie G. Kopelousos
County Manager