

MEMORANDUM OF UNDERSTANDING
among the
City of Tallahassee, Leon County, and Miracle League of Tallahassee-Leon
for
Miracle League Field at James Messer Sports Complex (North)

This Memorandum of Understanding ("MOU") is entered into this _____ day of _____, 2007, by the City of Tallahassee, a Florida municipal corporation ("City"), Leon County, Florida, a political subdivision of the State of Florida ("County"), and the Miracle League of Tallahassee-Leon ("Miracle League"); collectively, the "Parties".

RECITALS

WHEREAS, the Parties desire to increase for the opportunities for persons with disabilities to play baseball at the City-owned and operated James Messer Sports Complex (North) located at 2730 Jackson Bluff Road; and

WHEREAS, the Parties find that said opportunities for persons with disabilities to participate in community sponsored sporting events may be increased by making substantial improvements to Field #3 at James Messer Sports Complex, hereinafter the "Improvements".

NOW, THEREFORE, in consideration of the above Recitals, and the covenants and promises hereinafter made, the Parties agree that:

1. City shall provide Field #3 at James Messer Sports Complex (hereinafter the "Field") to be improved. The City shall be responsible for providing utility services and shall consult with the Miracle League on the construction and approvals of the Improvements. Upon completion and approval of the construction, the Improvements to the Field shall become the property of the City and the City shall be responsible for the maintenance and management thereof.
2. The Miracle League shall be responsible for the construction of the Improvements, including all costs of insurance, labor, and materials, at the Field. Prior to construction, all plans for the Improvements shall be reviewed and approved by the City Parks and Recreation Department.
3. The County shall provide funds in the amount of \$71,250.00 to the Miracle League to be used solely for the construction of the Improvements to the Field.
4. Area Kiwanis Clubs shall contribute towards construction costs of the Improvements.

5. Once the Improvements have been completed and are operational, the use of the Field shall be scheduled and regulated by the City of Tallahassee Parks and Recreation Department based on the following use priorities:
- a. Miracle League of Tallahassee-Leon;
 - b. City of Tallahassee sponsored activities for persons with disabilities;
 - c. Leon County sponsored activities for persons with disabilities;
 - d. Community sponsored activities for persons with disabilities;
 - e. Other City of Tallahassee sponsored activities;
 - f. Other Leon County sponsored activities;
 - g. Other Community sponsored activities;
- Should the Miracle League of Tallahassee-Leon cease to exist as an entity, it shall be replaced by the Florida Disabled Outdoors Association, Inc. as the first priority user group.
6. Each party hereby represents that its execution, delivery, and performance of this MOU have been duly authorized by all requisite action, that the MOU has been duly and validly executed and delivered by the party, and that the MOU constitutes the legal, valid, and binding obligation of the party enforceable in accordance with its terms.
7. The following persons will serve as the point of contact for each of the Parties to this MOU, unless changed in writing:

County: Alan Rosenzweig
Assistant County Administrator
Leon County
301 South Monroe Street
Tallahassee, FL 32301

Miracle League: Miracle League of Tallahassee-Leon/
Florida Disabled Outdoor Association, Inc.
ATTN: David C. Jones
2213 Tallahassee Drive
Tallahassee, FL 32309

City: David Chapman, Director
City of Tallahassee
Parks and Recreation Department
912 Myers Park Drive
Tallahassee, FL 32301

Additional contacts:
Kiwanis: F. James Wylie, Jr.
5359 Pembridge Place
Tallahassee, FL 32309

8. Mutual cooperation is essential, and the Parties will work cooperatively to the successful completion of all obligations herein contained. Any changes in responsibilities under this MOU must be agreed upon by the Parties in writing.

9. Audits, Inspections, Investigations, Records and Retention: The Miracle League Agrees:

- a. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the County under this MOU.
- b. Upon demand, Miracle League shall facilitate the duplication and transfer of any records or documents during the required retention period, to ensure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the County or the City.
- c. To comply and cooperate with any inspections, reviews, investigations, or audits, when deemed necessary by the County or the City.

10. This MOU is specifically contingent upon the appropriation of sufficient funds by the Board of County Commissioners of Leon County, for the purposes herein stated.

11. The Effective Date shall be the date first written above and shall be the date upon which the last of the Parties executes this MOU. The terms of this MOU shall expire five (5) years from the Effective Date, except as provided herein. The term shall automatically renew for one (1) additional five (5) year term, unless earlier terminated without cause by any party (by giving written notice six (6) months prior to the termination date) to the other Parties. However, if construction of the Improvements has not commenced within three (3) years after the Effective Date, all obligations under this MOU shall terminate, unless otherwise agreed upon by the Parties in writing.

12. This MOU may be terminated for cause upon not less than thirty (30) days prior written notice to the other Parties.

Approved:
City of Tallahassee
By: _____
Print Name: _____
Its: _____

LEON COUNTY, FLORIDA
By: _____
C.E. DePuy, Jr., Chairman
Board of County Commissioners

Miracle League of
Tallahassee-Leon/Florida
Disabled Outdoor
Association, Inc.
By: _____
David C. Jones
Its: _____

ATTEST:

Gary Herndon
City Treasurer-Clerk
Date: _____
Approved as to form:

Assistant City Attorney

ATTEST:
Bob Inzer, Clerk of the Court
Leon County, Florida
By: _____
Date: _____

Date: _____

APPROVED AS TO FORM:
Leon County Attorney's Office
By: _____
Herbert W.A. Thiele, Esq.
County Attorney