

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF GREEN COVE SPRINGS, FLORIDA
AND
GREEN COVE SPRINGS PRESERVATION SOCIETY, INC.
REGARDING THE RIVERS HOUSE

I. PARTIES

This Memorandum of Understanding ("MOU") is entered into this ___ day of _____, **2026**, by and between:

The City of Green Cove Springs, Florida, a Florida municipal corporation ("City"), and **Green Cove Springs Preservation Society, Inc.**, a Florida not-for-profit corporation and tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code ("Society").

The City and Society may be referred to individually as a "Party" and collectively as the "Parties."

II. PURPOSE AND INTENT

The purpose of this MOU is to outline the mutual understanding of the Parties regarding the cooperative use, activation, and preservation of the historic structure known as the **Rivers House** ("Property").

This MOU establishes a framework for collaboration while recognizing:

- The City retains ownership of the Property
- The Society provides preservation leadership and programming
- The project will develop in phases over time

This MOU reflects good-faith intentions and operational expectations but does not create a leasehold interest or transfer any ownership rights.

III. STATUS OF AGREEMENT

This MOU is intended as a statement of cooperation and shared objectives. Certain provisions (insurance, liability, ownership of improvements) are intended to be binding. Other provisions describe the Parties' present understanding and may evolve as the project develops.

IV. USE OF THE PROPERTY

The Society may utilize the Property for:

- Heritage interpretation
- Exhibits and displays
- Educational programs
- Retail (Mercantile) Activities
- Preservation activities
- Fundraising events in support of the Property

The use is non-exclusive and subject to reasonable coordination with the City.

V. CITY RESPONSIBILITIES

Subject to budget appropriations and municipal priorities, the City intends to remain responsible for:

A. Structural Integrity

Foundation, roof, load-bearing walls, and primary building structure.

B. Exterior Maintenance

Exterior envelope, porches, exterior finishes, and structural windows/doors.

C. Grounds

Landscaping, exterior safety, and parking areas.

D. Ownership and Asset Stewardship

The City retains ownership and long-term structural responsibility

E. Termite and Pest Control and Prevention

VI. SOCIETY RESPONSIBILITIES

A. Interior Restoration and Development

The Society intends to lead fundraising and coordination of non-structural interior preservation, exhibits, and interpretive development, subject to City approval.

B. Operations

The Society will oversee programming, volunteers, events, and routine interior upkeep.

C. Reporting

The Society will notify the City of structural concerns or hazards observed as well as any other issue regarding the Cities responsibilities set forth above.

VII. RIVERS HOUSE COMMITTEE

The Society will maintain a Rivers House Committee to support planning, programming, volunteer coordination, and preservation development. The Committee operates under Society governance and serves in an advisory and operational support role.

VIII. PROJECT DIRECTOR

The Society may designate a Rivers House Project Director to coordinate early-phase development, communication, volunteers, and fundraising. The role may be volunteer or part-time and may expand as operations grow.

IX. FUNDRAISING AND GRANT SEEKING

The Society is authorized to pursue fundraising and grants for:

- Interior preservation
- Exhibits and interpretation
- Accessibility
- Educational programming

City Cooperation:

The City agrees to reasonably assist by providing ownership documentation, historical records available to the City, letters of support where appropriate, and access for grant site visits. This does not obligate the City to provide matching funds.

X. VOLUNTEERS

Volunteers are managed by the Society and are not City employees. The Society is responsible for supervision, training, and conduct standards of such volunteers.

XI. ALTERATIONS

No alterations or improvements shall be made without City approval. Permanent improvements become City property unless otherwise agreed in writing.

XII. LIABILITY AND INSURANCE

The Parties acknowledge that liability allocation will require continued discussion as operations develop.

- The Society intends to maintain general liability insurance for its activities.
 - The City maintains insurance on the structure.
 - Responsibility for incidents may depend on whether the cause relates to structural conditions or Society activities.
 - Nothing in this MOU waives sovereign immunity, as set forth in Sec. 768.28 of the Florida Statutes, or predetermines fault.
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XIII. NON-EMPLOYMENT

Society staff and volunteers are not employees of the City.

XIV. NONDISCRIMINATION AND COMPLIANCE

Both Parties agree to comply with applicable laws and civil rights requirements.

XV. TERM

This MOU shall remain in effect for three (3) years unless replaced by a formal agreement or terminated by either Party upon sixty (60) days written notice.

XVI. AMENDMENT

This MOU may be modified in writing by mutual agreement.

XVII. GOOD-FAITH COOPERATION

The Parties agree to work cooperatively, recognizing that the Rivers House project is expected to grow gradually over time.

XVIII. SIGNATURES

CITY OF GREEN COVE SPRINGS

By: _____

Name: _____

Title: _____

GREEN COVE SPRINGS PRESERVATION SOCIETY, INC.

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Erin West, City Clerk