

**MEMORANDUM OF UNDERSTANDING
(CITY / Clay County Girl's Basketball Academy / 2023)**

This Memorandum of Understanding (hereafter “MOU”) is by and between the City of Green Cove Springs, a Florida Municipal Corporation (hereafter “City”) and Clay County Girl’s Basketball Academy for the purposes set forth below.

WITNESSETH:

WHEREAS, Clay County Girl’s Basketball Academy, a Florida not for profit 501(c)(3) organization, is proposing to conduct and operate a youth development camp to primarily benefit Clay County youth from March 2023 – October 2023 at the following City owned property: Thomas Hogan Gym; and

WHEREAS, the City and Clay County Girl’s Basketball Academy desire to accommodate Thomas Hogan Gym owned by the City (hereafter collectively “Facility”); and

WHEREAS, a schedule of all Clay County Girl’s Basketball Academy information and proposed activities, including, but not necessarily limited to, mission statement, dates, times, youth age limitations, locations, programs, number of anticipated participants, curriculum, food availability, adult guidance policy, fees and insurance information is attached hereto as Exhibit “A”; and

WHEREAS, the Clay County Girl’s Basketball Academy will be required to follow all rules, regulations and policies of the City, including the execution of the appropriate Hold Harmless and Indemnification Agreement for Special Event (hereinafter also referred to as “Use Agreements”); and

WHEREAS, each party hereto finds a public purpose is being served to the youth of the City and Clay County by allowing the Clay County Girl’s Basketball Academy program to proceed.

NOW, THEREFORE IN CONSIDERATION of the recitals above and mutual consideration set forth below the parties agree as follows:

Section 1. At the request of Clay County Girl’s Basketball Academy, the City will allow the Clay County Girl’s Basketball Academy program to operate in and upon City Facility in accordance with the terms set forth in Exhibit “A” attached hereto and provided Clay County Girl’s Basketball Academy executes and fully complies with all Use Agreements for use of the City Grounds and Facilities.

Section 2. The City reserves the right to terminate this MOU without cause upon fourteen (14) days written notice to the Clay County Girl’s Basketball Academy unless an earlier termination for cause is justified by reason of Clay County Girl’s Basketball Academy’s violation of any use agreement mentioned herein.

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Section 3. The Clay County Girl's Basketball Academy may use the name of the City as a sponsor of this program provided the City Manager has approved the text of all documents using the City name or logo. Such sponsorship shall not create any agency, partnership, or other legal relationship between the parties hereto other than as set forth herein.

Executed by each party on the dates shown below and effective on the date last signed by a party.

CITY OF GREEN COVE SPRINGS, FLORIDA

Daniel M. Johnson, Mayor

Date: _____

ATTEST:

Erin West, City Clerk

APPROVED AS TO FORM:

L. J. Arnold, III, City Attorney

~~CLAY WIZARDS~~ Clay County Girls Basketball Academy, Corp

Tenise Haynes

, Representative

Date: 3/16/2023

ATTEST:

Its: _____

EXHIBIT “A”

Scope of work and terms of payment as described in the following documents attached hereto:

1. City Staff Report for _____, 2023, City Council Meeting with subject “Clay County Girl’s Basketball Academy Program at Thomas Hogan Gym”.
2. Terms of Payment - \$676.00 monthly to cover use of utilities and employee pay.
3. Agreement Timeframe: March 22nd – December 30th

Monday & Wednesday 7pm - 9pm – practice

Sunday 9am – 12pm - clinics