

District No. 1 - Ronald Williams
District No. 2 - Rocky Ford
District No. 3 - Robbie Hollingsworth
District No. 4 - Everett Phillips
District No. 5 - Tim Murphy

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY



January 6, 2023

City of Lake City
Mr. Paul Dyal, City Manager
205 North Marion Street
Lake City, Florida 32055

RE: 90-day Notice of Termination of Tenancy
Richardson Community Recreation Facility/Annie Mattox Park Lease

Dear Mr. Dyal,

On Thursday, January 5, 2023, during its regular session the Board of County Commissioners voted to terminate the County's leasehold interest at Richardson Community Center effective 90 days from the date of this notice.

Please accept this letter as the county's **formal notification of termination** of any tenancy arising under either the Memorandum of Understanding dated February 1, 2008 (approved by the City Council March 3, 2008 by Resolution 2008-016) or the Interlocal Agreement between the City and County dated February 7, 2022 (approved by the City Council February 7, 2022 by Resolution 2022-018), **effective 90 days from the date of this letter**.

Although this notice will run through April 6, 2023, it is the County's intention to fully vacate and surrender the premises to the City on or before March 31, 2023. County staff will begin removing County property and non-fixture assets from the premises immediately. County staff are prepared to coordinate with the City for the transfer of utilities to minimize downtime. County staff are also prepared to discuss other transition items related to staffing and pending grants at Richardson.

The County has previously extended a license to Richardson Community Center/Annie Mattox Park (North), Inc. ("RCC"), for uses of the Richardson property pursuant to an agreement made in November of 2022. As the County will no longer hold a leasehold interest in the Richardson property, the County's license will become ineffective. To that end, we are hopeful the City will consider extending the same or similar license to RCC so they can continue to provide access to Richardson Community Center. The license agreement is not assignable by RCC, but the County has the ability to assign its agreement to the City at the City's request.

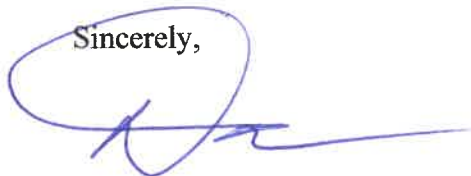
The NorthStar Family Resource Center is housed at the Fergusson Building at Richardson pursuant to an agreement with RCC. For continuity of service, we are hopeful the City will extend to NorthStar an opportunity to remain at the premises.

The Board of County Commissioners voted to release the City from any of its obligations to deed the Richardson property to the County pursuant to the February 2022 Interlocal Agreement. To that end, I am enclosing a mutual release for you to review with your counsel which we request the City agree to join.

Finally, following this termination of the tenancy the County would like staff for the City and County to negotiate for the terms of limited additional use by the County of the Richardson property. Specifically, the Supervisor of Elections will likely wish to continue using Richardson as a polling location. The County would like to continue using Richardson as a shelter when state and local states of emergency are declared. In the interest of maintaining these important public functions, we would like to undertake these negotiations soon and come to an agreement if possible.

Should you have any questions or concerns relating to this letter or the enclosed release, please contact me or the County Attorney's office at your earliest convenience. We look forward to an efficient and orderly transition so the City can continue to operate Richardson at the high level everyone has come to expect.

Sincerely,



David Kraus
County Manager

Copies to:

Board of County Commissioners

Kevin Kirby, Asst. County Manager

Joel Foreman, County Attorney

Mayor Stephen Witt

Lake City City Council

Richardson Community Center/Annie Mattox Park (North), Inc.

NorthStar Family Resource Center

MUTUAL RELEASE IN SATISFACTION OF INTERLOCAL AGREEMENT

This **MUTUAL RELEASE** in Satisfaction of Interlocal Agreement is made and entered this ____ day of April, 2023, by and between COLUMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida, with a mailing address of Post Office Box 1529, Lake City, Florida 32056-1529 (hereinafter the "County"), and THE CITY OF LAKE CITY, a body politic of the State of Florida, with a mailing address of 205 North Marion Street, Lake City, FL 32055 (hereinafter the "City") (collectively, the "parties").

WHEREAS, the parties entered into a Memorandum of Understanding dated February 1, 2008 and approved by the City on March 3, 2008 (the "MOU");

WHEREAS, the MOU was made as "an interim agreement until a more formal document can be produced in relation to the terms of the City transferring to Columbia County the Richardson Recreational Facility and Annie Mattox Park";

WHEREAS, the MOU provided that effective January 1, 2008, the County would lease from the City for "a term not to exceed 20 years" that certain real property known as the Richardson Community Recreation Facility and Annie Mattox Park;

WHEREAS, the County took possession and otherwise undertook its duties and responsibilities under the MOU and the City likewise met its responsibilities under the MOU;

WHEREAS, the City, in cooperation with the County, applied for a two million dollar CDBG-CV grant for completion of certain

WHEREAS, in February of 2022 the parties entered into an Interlocal Agreement whereby the County would take title to the Richardson Community Recreation Facility and the contiguous lands surrounding it that are owned by the City "upon the close out of the CDBG, or any other circumstance relieving the City of its obligation to hold title to the property";

WHEREAS, on January 5, 2023, the Board of County Commissioners for the County voted to terminate the County's tenancy and to release the City from its obligations pursuant to the Interlocal Agreement;

WHEREAS, on January 6, 2023, the County gave formal written notice to the City of its election to terminate any tenancy created by the MOU or Interlocal Agreement, and its intention to vacate the premises at Richardson Community Center not later than March 31, 2023;

WHEREAS, the County has vacated the premises, and the City has retaken possession and control; and

WHEREAS, the parties by this release wish to excuse one another from any further obligations relating to the MOU or the Interlocal Agreement.

NOW, THEREFORE, and in consideration of the mutual agreements, covenants, promises, and releases, and other good and valuable consideration as set forth herein, the receipt and adequacy of which is hereby acknowledged by the parties, the parties do hereby covenant represent, warrant, promise, and agree to the following:

1. The recitals above are incorporated herein as part of this Mutual Release.
2. The County expressly and forevermore releases the City from any and all claims, causes of action, damages, or other liability which the County may hold against the City and its respective officers, employees, agents, affiliates, successors and permitted assigns, specifically including but not limited to, any claims, counterclaims, or causes of action related to the parties' MOU or the Interlocal Agreement referenced above, irrespective of whether said claims, counterclaims, or causes of action have already been asserted or have yet to be asserted by the County.
3. The City expressly and forevermore releases the County from any and all claims, causes of action, damages, or other liability which the City may hold against the County and its respective officers, employees, agents, affiliates, successors and permitted assigns, specifically including but not limited to, any claims, counterclaims, or causes of action related to the parties' MOU or the Interlocal Agreement referenced above, irrespective of whether said claims, counterclaims, or causes of action have already been asserted or have yet to be asserted by the City.
4. This Mutual Release shall be binding on and inure to the benefit of the parties hereto, and their respective officers, employees, agents, affiliates, successors and permitted assigns.
5. This document represents the entire agreement between the parties with respect to the subject matter contained herein. Neither this Mutual Release nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.
6. This instrument has been read by the parties, who understand its contents, have the legal capacity to agree to it, and each party is satisfied with the Mutual Release and the same shall be binding upon each of them, their officers, employees, agents, affiliates, successors and permitted assigns. Each signatory to the Mutual Release expressly warrants that they have authority to execute the Mutual General Release on behalf of the respective party.
7. The Parties hereto agree that the provisions contained in this Mutual Release were the result of negotiations between and among the parties and that said provisions were jointly prepared by all parties, and therefore any ambiguity contained in this Mutual Release shall not be construed against or in favor of any party.
8. This Mutual General Release may be executed in multiple original counterparts, each of which shall be enforceable against the Party signing it and original signature pages transmitted by facsimile or via electronic mail (such as a pdf file) shall have the same force and effect as delivery of an original signature.

9. Each Party hereto shall bear its own fees and costs incurred in connection with this release and the matters covered by it. This shall include, but is not limited to, all attorney's fees and costs incurred in connection with any activities related to the MOU or Interlocal Agreement, the claims and any counterclaim(s) raised, and all matters related or causes of action related to the MOU or Interlocal Agreement, irrespective of whether said claims, counterclaims, or causes of action have already been asserted or have yet to be asserted. Notwithstanding the foregoing, in the event of a dispute between the parties relating to the enforcement of any term in this Mutual Release, the party that prevails with respect to such dispute shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

IN WITNESS WHEREOF, the authorized officers for the parties have hereunto set their hands and affixed their seals as of the date first set forth above.

COLUMBIA COUNTY, FLORIDA

CITY OF LAKE CITY, FLORIDA

Rocky Ford, Chairman

Stephen M. Witt, Mayor

ATTEST:

ATTEST:

James M. Swisher, Jr., Clerk of Court

Audrey E. Sikes, City Clerk

Approved as to Form:

Approved as to Form:

Joel F. Foreman, County Attorney

Thomas J. Kennon, III, City Attorney