

RESOLUTION NO. 24-05-39

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING AN INTERLOCAL
AGREEMENT WITH THE SCHOOL BOARD OF MONROE
COUNTY, FLORIDA REGARDING THE PROVISION OF
ENHANCED RECREATION FACILITIES AND OPPORTUNITIES
WITHIN THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER
TO EXECUTE THE INTERLOCAL AGREEMENT; PROVIDING FOR
IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE.**

WHEREAS, Islamorada, Village of Islands ("Village") owns the property located at 87000 Overseas Highway which is developed as a Founders Park ("Founders Park"); and

WHEREAS, the Village and School Board of Monroe County, Florida ("School Board") desire to provide enhanced recreation facilities and opportunities to the citizens and students of, and visitors to, the Village; and

WHEREAS, the Village and School wish to enter into an interlocal agreement providing for each party's rights and responsibilities in connection with the Founders Park baseball field site; and

WHEREAS, the Village Council wishes to approve the interlocal agreement attached hereto as Exhibit "A", and authorize the Village Manager to execute an interlocal agreement in furtherance of the purpose of the interlocal agreement, subject to the approval of the Village Attorney as to form and legal sufficiency; and

WHEREAS, The Village Council finds that this Resolution is in the best interest and welfare of the Village.

**WHEREAS, NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

Section 1. **Recitals.** The above-stated recitals are true and correct and are incorporated in this Resolution by this reference.

Section 2. **Approval of Agreement.** The Village Council hereby approves the interlocal agreement attached hereto as Exhibit "A".

Section 3. **Authorization to Execute Agreement.** The Village Manager is authorized to execute the interlocal agreement generally in the form attached hereto as Exhibit "A," subject to the approval as to form and legal sufficiency by the Village Attorney.

Section 4. **Implementation.** The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement this Resolution.

Section 5. **Corrections.** Conforming language or technical scrivener-type corrections may be made by the Village Attorney for any conforming amendments to be incorporated into the final resolution for signature.

Section 6. **Effective Date.** This Resolution shall become effective immediately upon adoption.

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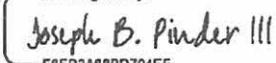
Motion to adopt by Sharon Mahoney, second by Mark Gregg.

FINAL VOTE AT ADOPTION

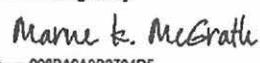
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder	Yes
Vice Mayor Sharon Mahoney	Yes
Councilman Mark Gregg	Yes
Councilwoman Elizabeth Jolin	Yes
Councilman Henry Rosenthal	Yes

PASSED AND ADOPTED ON THIS 7th DAY OF MAY, 2024.

DocuSigned by:

FABE3A18BD794FF
JOSEPH B. PINDER, MAYOR

ATTEST:

DocuSigned by:

008BAGAB2704D5
MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND
LEGALITY FOR THE USE AND BENEFIT
OF ISLAMORADA, VILLAGE OF ISLANDS:

DocuSigned by:

502BFAA7FD0D417
JOHN J. QUICK, VILLAGE ATTORNEY



**INTERLOCAL AGREEMENT WITH SCHOOL BOARD FOR
RECREATIONAL IMPROVEMENT AND USE OF VILLAGE FACILITIES**

Agreement by and between the ISLAMORADA VILLAGE OF ISLANDS ("Village") and
THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA, ("School Board").

WITNESSETH:

The Village and the School Board hereby agree as follows:

1. Recitations

A. Chapter 163, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" ("the Act"), specifically provides that its purpose is to "permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities." (Sec. 163.01(2), F.S.).

B. The Act further provides that "a public agency of this state may exercise jointly with any other public agency of the state any power, privilege, or authority which such agencies share in common and which each might exercise separately." (Sec. 161.01(4), F.S.)

C. The Act's definition of "public agency" includes a city and a school district. (Sec. 163.01(3)(b), F.S.)

D. The Village and the School Board, pursuant to this Act, desire to enter into this Interlocal Agreement (the "Agreement") for the purposes, and upon the terms and conditions, described below, believing that this Agreement will allow each public agency to make more efficient use of facilities, personnel, and services to, common to, or available to each public agency, and having a goal of a more economical and efficient use and savings of public funds, while at the same time providing recreational facilities to the citizens of, and visitors to, the Village.

2. Entire Agreement

It is hereby understood and agreed that this Agreement states the entire Agreement between the parties, and that the parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not included in this Agreement.

3. Purpose of Agreement

The purpose of this Agreement is to define the respective duties and obligations of the Village and the School Board under this Agreement relative to the provision of enhanced recreational facilities and opportunities to the citizens of, and visitors to, the Village, and to public school students of Monroe County, Florida.

4. Method for Accomplishing Purpose

The basic method for accomplishing the purpose of this Agreement is (1) for the Village to provide available recreational space at the Founders Park baseball field site, such area to be used by citizens of, and visitors to, the Village, and to public school students of the County and (2) for the School Board to build upon the baseball field site as more fully depicted in Attachment "A", which is incorporated into this Agreement by reference, a recreational facility.,

5. Duration of Agreement

This Agreement shall be for an initial period of twenty (20) years, commencing on the date this Agreement is recorded in the public records of the Clerk of the County. Provided neither party has substantially breached this Agreement (said substantial breach to be defined herein as a substantial departure from the letter and spirit of the terms of this Agreement), upon the expiration of the initial period this Agreement shall be automatically continued and extended upon the same terms and conditions for two (2) additional ten (10) year periods.

6. Rescission or Termination of Agreement

This Agreement may be terminated by either the Village or the School Board by written notice to the other party, delivered at least two (2) years in advance of the termination date.

7. Recreational Facility; Acquisition of Equipment

The recreational facility to-be-located at the baseball field site shown in Attachment "A", and the acquisition of materials, equipment, fixtures, metering devices, and related items shall be the responsibility of, and paid for by, the School Board. Both the School Board and the Village shall meet and confer, and mutually agree upon, all items to be acquired and placed in or upon the Founders Park baseball field site.

8. Use Agreement

The Village and School Board delegate authority to the Village Manager (or designee) and the Superintendent (or designee) negotiate and to enter into a recreational use agreement ("Use Agreement") annually, providing for the schedule of use for such year, that may be amended from time to time, in writing, as needed.

9. Maintenance of Recreational Facility and Adjacent Areas

The Village and School Board agree that they will be jointly responsible for the maintenance of the recreational area in accordance with the formula and schedule set forth in the Use Agreement.

10. Contracting Agent

The Village and School Board agree that the School Board shall be the contracting agent under this Agreement for any construction or renovation of the recreational facility and for the acquisition of items pursuant to this Agreement. In the event, however, that the Village is designated, by mutual agreement in writing of the parties, as the contracting agent, then all contracting shall be done subject to the prior written approval of the School Board.

11. Agency License for Use of Real Property

The Village and School Board will need to enter into a separate Baseball License Agreement for the use proposed renovation and operation of the recreational facility.

12. Access to Recreational Areas

The Village and School Board agree that access by the general public to the recreational facility is dependent upon (1) the normal requirements for use by the School Board during normal and special school hours, and (2) the desires of the general public as reflected in organized team sports concerns and individual, sporadic use on a non-scheduled basis. To that end, the Village and the School Board agree that, as to the recreational facility site, and in consultation with the Principal of Coral Shores High School, the parties will develop a mutually acceptable Use Agreement providing for the facility schedule executed by the Village Manager (or designee) and Superintendent (or designee).

13. Billing and Billing Services

The Village and the School Board agree that the billing for all materials and services for any construction or renovation of the recreational facility shall be made to the School Board and shall be paid by the School Board. Billings for maintenance-related costs shall be sent to the Village by the School Board and paid on a pro-rata basis. The Village shall be responsible for invoicing the School Board for electrical and water charges based upon metered readings of the amounts of electricity and water used for scheduled activities as delineated in the Use Agreement for the recreational facility. The Village agrees to place at the site at least one trash/garbage receptacle and to be responsible for the cost associated therewith, as further agreed upon in the Use Agreement, including the costs of disposal of the trash/garbage.

14. Title to Tangible Property upon Termination of Agreement

The Village and School Board agree that upon termination of this Agreement, the title to all tangible property included or associated with the recreational facility shall be in the name of the Village, unless such tangible property is completely removed from the Founder's Park Baseball field site by the School Board and at the sole expense of the School Board. Provided, however, that if this Agreement is terminated by the Village prior to its normal expiration date, then the Village shall pay to the School Board an amount equal to the adjusted value of the recreational facility and all associated tangible property constructed, installed or placed by the School Board at the Founder Park baseball field site as approved by the Village and School Board.

15. Acceptance of Gifts, Grants, Assistance Funds or Bequests

Both the Village and the School Board agree that either shall be, and is, empowered to accept for the benefit of either or both of them, gifts, grants, assistance funds or bequests to be used for recreational purposes at the recreational facility to be built under this Agreement.

16. Claims for Federal and State Aid

Both the Village and the School Board agree that either shall be, and are, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grants proposals, and funding solicitations shall be approved by the other party prior to submission.

17. Adjudication of Disputes or Disagreements

The Village and the School Board agree that all disputes and disagreements shall be attempted to be resolved by meetings between staff representatives of the Village and of the School Board. If no resolution can be agreed upon within thirty (30) days after the first scheduled meeting, the issue or issues shall be discussed at an administrative meeting with the Village Manager and Superintendent. If the issues are still unresolved, a joint public meeting of both the Village and the School Board shall be scheduled within thirty (30) days of the initial administrative meeting. If the issue or issues are still unresolved to the mutual satisfaction of the Village and the School Board, then either party shall have the right to proceed as is contemplated in Paragraph 27 of this Agreement, below.

18. Failure of Agency to Pay Share of Costs and Expenses; Rights of Other Agency

In the event that either the Village or the School Board shall fail to pay its respective share of costs and expenses associated with this Agreement, and as provided for in the Use Agreement, the other party shall have the right to (1) seek payment through the avenues available pursuant to Paragraphs 17 and 27 of this Agreement, and/or (2) to terminate this Agreement as outlined in Section 6 hereof.

19. Liability Coverage; Insurance; Hold Harmless, Indemnity

Both the Village and the School Board agree that each will obtain general liability, property damage, and medical payment insurance coverage through either self-insurance, commercial insurance, or combination of both, in such limits as the Village and the School Board shall determine appropriate. Additionally, the Village and the School Board each represent to the other that it carries suitable public liability and property damage insurance, or is self-insured, in amounts adequate to cover any claim arising out of its respective use of the facilities and will continue to carry such insurance or remain self-insured during the entire term of this Agreement. Each party will be responsible for any acts of negligence on the part of its agents or employees. Each party will hold the other party harmless from all claims arising out of its respective use, and each party shall have a duty to defend all claims arising out of its respective use of the facilities. As part of each party's responsibility to the other party, the Village shall indemnify and hold harmless the School Board from and against all expenses liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by the Village to perform any of the terms or conditions of this Agreement, (2) any injury or damage happening on or about the recreational facility during periods when the Village is in nominal control of the facilities, including time when non-school related activities are taking place; (3) failure to comply with any law of any governmental authority, or (4) any

lien or security interest filed against the recreational facility; and the School Board shall indemnify and hold harmless the Village from and against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by the School Board to perform any of the terms or conditions of this Agreement, (2) any injury or damage happening on or about the recreational facility during periods when the School Board is in nominal control of the facility, (3) failure to comply with any law of any governmental authority, or (4) any lien or security interest filed against the Village's premises or the facility.

20. Public Entity Crime

The Village and the School Board agree that each is in compliance with Section 287.133, Florida Statutes, and, upon request, will execute and file with the other its' sworn statement of compliance. The Village and School Board agree that they, through their agents, are aware of the provisions of Section 287.133, Florida Statutes.

21. E-Verify

The Village and the School Board agree that each is in compliance with Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute.

22. Covenant of No Interest

The Village and the School Board covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that each's only interest is to perform and receive benefits as recited in this Agreement.

23. Code of Ethics

The Village and the School Board agree that each agency's respective officers and employees recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and use of certain information.

24. No Solicitation/Payment

The Village and the School Board each warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the Village or School Board, to solicit or secure this Agreement and that neither the School Board nor the Village have paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Village or School Board, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision; the Village and School Board agree that the non-breaching agency shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

25. Nondiscrimination

The Village and the School Board agree to comply with all Federal statutes, as applicable, relating to nondiscrimination. These include but are not limited to:

- A. Title VI of the Civil Rights Act of 1964 (P. L. 88-352) which prohibits discrimination on the basis of race, color or national origin.
- B. Title IX of the Education Amendment of 1972, as amended (20 U. S. C. ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.
- C. Section 504. of the Rehabilitation Act of 1973, 3s amended (20 U. S. C. S. 794), which prohibits discrimination on the basis of handicaps.
- D. The Age Discrimination Act of 1975, as amended (12 U. S. C. ss. 6101-6107), which prohibits discrimination on the basis of age.
- E. The Drug Abuse Office and Treatment Act of 1972 (P. L. 92- 2551, 2s amended, relating to nondiscrimination on the basis of drug abuse.
- F. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P. L. 91-616), 3s amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- G. The Public Health Service Act of 1912, ss. 523 and 527, (42 U. S. C. 290 dd-3 and 290 ee-31), as amended, relating to confidentiality of alcohol and drug abuse patient records.

H. Title VIII of the Civil Rights Act of 1969 (42 U. S. C. s. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing.

I. The Americans with Disabilities Act of 1990 (42. U. S. C. S. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability.

J. Any other nondiscrimination provisions of any Federal or state statutes, which may apply to the parties to, or the subject matter of, this Agreement.

26. Cooperation

The Village and School Board agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to any construction of the recreational facility, its use, and the provision of the services and materials under this Agreement in the event any administrative or legal proceeding is instituted against the other party relating to the formation, execution, performance or breach of this Agreement. The Village and School Board specifically agree that neither party shall be required to enter into any arbitration proceedings related to this Agreement or any Addendum to this Agreement.

27. Venue, Interpretation, Costs and Fees

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Sixteenth Judicial Circuit in and for Monroe County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

28. Books, Records and Documents

The Village and the School Board shall maintain books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representative (s) shall have reasonable and timely access to such records of the other party.

to this Agreement for audit purposes during the term of the Agreement and in accordance with the State Retention Schedule following the termination of this Agreement.

29. Public Access

The Village and the School Board shall allow and permit reasonable access to, and inspection of, all documents, papers, letters, or other materials subject to the provision of Chapter 119, Florida Statutes, and made or received by the Village or the School Board in conjunction with this Agreement; and the non-violating agency shall have the right to unilaterally cancel this Agreement upon violation of this provision by the violating agency.

30. Management/Notices

The Village's Project Manager under this Agreement is Village Manager or designee. The School Board's Project Manager is Superintendent or designee. Any notice or other written communication, except invoices, between the agencies shall be considered delivered when posted by Certified Mail, Return Receipt Requested; delivered in person to the Project Manager; or upon confirmed electronic receipt by telecopies/telefacsimile or email. Respective mailing shall be addressed to the Project Manager at the address listed in the preamble above.

31. Severability

In the event one or more provisions of this Agreement is declared invalid by a court of competent jurisdiction, the balance of this Agreement shall remain in full force and effect.

32. Non-Waiver of Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Notwithstanding the provisions of Section 768.28, Florida Statutes, the participation of the Village and the School Board in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not: be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the Village and the School Board be required to contain any provision for waiver.

33. Privileges and Immunities

All of the privileges and immunities from liability; exemptions from laws, ordinances, and rules, and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the Village and the School Board when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extraterritorially under this Agreement.

34. Legal Obligations and Responsibilities; Non-Delegation of Constitutional or Statutory Duties

This Agreement is not intended to, nor shall it be construed as, relieving any participating agency from any obligation or responsibility imposed upon the agency by law except to the extent of actual and timely performance thereof by any other participating agency, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the participating agencies, except to the extent permitted by the Florida constitution, state statutes, case law, and, specifically, the provisions of Chapter 163, Florida Statutes.

35. Non-Reliance by Non-Parties

No person or entity shall be entitled to rely upon the terms, or any of them of this Agreement to enforce or attempt to enforce any third-party claim of entitlement to or benefit of any service or program contemplated hereunder, and the Village and the School Board agree that neither the Village nor the School Board or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

36. Notices

All notices required or permitted to be given hereunder shall be in writing and shall be (a) delivered via hand delivery; (b) sent via Federal Express or a comparable overnight mail service; (c) mailed by U.S. registered or certified mail, return receipt requested; or (d) sent via electronic transmission with an original copy of the transmission mailed via regular mail, to Licensee or Lessor at the following addresses:

If to Village: Islamorada, Village of Islands
87000 Overseas Highway
Islamorada, FL 33036
Attention: Village Manager
Telephone: (305) 664-2345
Facsimile: (305) 664-2399

With a copy to: Weiss Serota Helfman Cole + Bierman, P.A.
2800 Ponce de Leon Blvd., Suite 1200
Miami, FL 33134
Attention: John J. Quick
Telephone: 305-854-0800
Facsimile: 305-854-2323

If to School Board: The School Board of Monroe County, Florida
241 Trumbo Road
Key West, FL 33041
Attention: Doug Pryor
Telephone: (305) 293-1400

With a copy to: Vernis and Bowling of the Florida Keys P.A.
81990 Overseas Highway
Islamorada, Florida 33036
Attention: Dirk M. Smits
Telephone: (305)664-4675

Notices effective upon delivery or refusal of delivery of notice. The addressees and addresses for notice may be changed by giving notice. Until written notice of a change in address is delivered, the last addressee and address stated in this Agreement continues in effect for all purposes.

37. Section and Paragraph Headings.

The section and paragraph headings contained in this Agreement are for purposes of identification only and are not to be considered in construing this Agreement.

38. Effective Date

This Agreement, and any subsequent amendments, shall become effective upon recording with the Clerk of the Circuit Court of Monroe County, Florida.

[signature pages to follow]

IN WITNESS WHEREOF, the Islamorada Village of Islands, pursuant to a motion duly made, seconded, and passed in regular and open session and by and through its Mayor and Clerk; and the School Board, pursuant to a motion duly made, seconded, and passed in regular and open session and by and through its Chairman and Superintendent, have affixed their respective and representative hands and seals on the dates indicated.

THE SCHOOL BOARD OF MONROE
COUNTY, FLORIDA

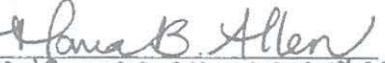
By: 
Suzanne Woltanski, Chair

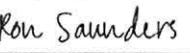
(SEAL)

Approved as to form and legal sufficiency:

By: 
Dirk M. Smits, School Board Attorney

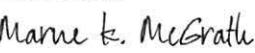
ATTEST:

By: 
Maria B. Allen, School Board Secretary
ISLAMORADA, VILLAGE OF ISLANDS

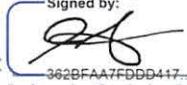
Signed by:
By: 
Ron Saunders, Village Manager

Authorized to Sign Pursuant to Resolution 24-05-39

Attest:

DocuSigned by:
By: 
Marne K. McGrath
Village Clerk

Approved as to form and legal sufficiency:

Signed by:
By: 
John J. Quick, Village Attorney
Weiss Serota Helfman Cole & Bierman,
P.L.

