

AGREEMENT BETWEEN
MARCO ISLAND YOUTH BASEBALL INC.
AND
THE DISTRICT SCHOOL BOARD
OF COLLIER COUNTY, FLORIDA

This Agreement (the "Agreement"), is made and entered into this ____ day of April, 2025, by and between the MARCO ISLAND YOUTH BASEBALL INC., a Florida Not For Profit Corporation, (hereinafter the "MIYB"), and the DISTRICT SCHOOL BOARD OF COLLIER COUNTY, FLORIDA, a public corporate body (hereinafter the "School Board" or "District"), pursuant to F.S. 1001.32, F.S. 1002.33, and Article IX, Section 4 of the Florida Constitution, the MIYB and the School Board shall be referred to herein collectively as "the Parties".

WITNESSETH:

WHEREAS, the School Board and the MIYB are mutually interested in providing for and maintaining community recreation programs; and

WHEREAS, to provide greater access to community programs for the MIYB, the Parties desire to provide for the joint use of certain real property owned by the School Board, known as the Tommie Barfield Elementary School Baseball Field, which includes the baseball field and related baseball field facilities ("Baseball Field") and is a part of and is located at the Tommie Barfield Elementary School property, as more particularly described on Exhibit "A" ("School Board Property"); and

WHEREAS, both Parties can benefit through the joint use of the Baseball Field for recreational and athletic purposes; and

WHEREAS, Sections 1013.10 and 1013.101, Florida Statutes, authorizes the School Board to "permit the use of educational facilities and grounds for any legal assembly" and that greater public access to school property with "recreation and sports facilities is needed to reduce

the impact of obesity, diabetes and other chronic diseases” to provide the “residents of the community” with more “easily accessible opportunities for physical activity”; and

WHEREAS, pursuant to Section 1013.15, Florida Statutes, the School Board may lease any land or facilities that it owns to any person or entity for such term, rent and upon such terms and conditions as the School Board determines to be in the best interests of the District; and

WHEREAS, a cooperative effort between the School Board and the MIYB will enable the Baseball Field to be utilized without duplication of efforts and expenditures; and

WHEREAS, the School Board and the MIYB wish to enter into this Agreement, to set forth the terms and conditions regarding the joint use, the intended improvements and maintenance of the Baseball Field; and

WHEREAS, this Agreement sets forth the terms and conditions of joint use, the intended improvements and the maintenance of the Baseball Field.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties agree as follows:

SECTION 1. RECITALS

1.0 The above “Whereas” clauses shall be incorporated into this Agreement and are evidence of the intent of the Parties entering into this Agreement.

SECTION 2. DEFINITIONS

2.1 After School Programs – Programs on School Board Property that occur during School Hours or after School Hours ending no later than 6:30pm.

2.2 Agreement - This Agreement, together with all exhibits, amendments and modifications hereto.

2.3 Business Day - Any day that the School District and the MIYB are open for business with the public.

2.4 MIYB President - The MIYB President or his/her designee.

- 2.5 **MIYB Regulations** - Adopted rules, regulations, resolutions, and ordinances governing the use of the Baseball Field.
- 2.6 **Effective Date** - The effective date of this Agreement shall be the date as noted in Section 12.25 and the District shall inform the MIYB accordingly.
- 2.7 **Leased Premises** – This shall be understood to be the Tommie Barfield Elementary School Baseball Field as depicted in Exhibit “A”. The Leased Premises is on District property.
- 2.8 **Non-School Days** - Any days that Collier County District Schools are not in session as indicated on the adopted Instructional Calendar for the current academic period.
- 2.9 **Non-School Hours** - On School Days, the hours shall be 3:35pm – 11:00pm. On Non-School Days, the hours shall be 8:00 a.m. through 11:00 p.m.
- 2.10 **School Board Policies** – Adopted School Board policies, rules and regulations governing the use of School Board Facilities: Policy 7510 Lease of District Facilities and Policy 7510.02 Use of Facilities for Gain.
- 2.11 **School Days** - Any days that Collier County District Schools are in session as indicated on the adopted Instructional Calendar for the current academic period.
- 2.12 **School Hours** – On School Days, 7:15am (thirty minutes prior to the start of the school day) and 3:35pm (thirty minutes after the end of the school day).
- 2.13 **Tommie Barfield Elementary School Baseball Field (Baseball Field)** – The leased premises that includes but is not limited to all buildings, grounds, bleachers, sidewalks, fences, gates, lights, parking lots, and other structures and equipment below and above the ground and as depicted in Exhibit “A”, enclosed by the heavy red line.
- 2.14 **Tommie Barfield Elementary School (TBE)** – The elementary school property and improvements on that property owned by the School Board.
- 2.15 **Superintendent** - The Superintendent of Collier County Public Schools (CCPS) or his/her designee.
- 2.16 **Use Schedule** - The schedule of use for Tommie Barfield Elementary Baseball Field.
- 2.17 **District Property** – Used synonymously with and having the same meaning as “School Board Property”.

SECTION 3. TERM

- 3.1 The School Board agrees to lease the Baseball Field to MIYB and the MIYB agrees to lease the Baseball Field from the School Board for an initial term of ten (10) years, (the “Initial Term”) effective with and commencing upon the execution of the Agreement by

both parties ("Effective Date") and either party shall have the option to renew an additional ten (10) year term upon ninety (90) days' notice to the other party. The Parties recognize that they are providing a needed Baseball Field under the terms of this Agreement and that they may desire to extend or renegotiate this Agreement upon its expiration. The terms, covenants, and condition of this Agreement, as the same may be modified from time to time, shall continue to be in effect during each such renewal term.

- 3.2** At least annually, or as needed, the Superintendent or his/her designee and the MIYB President or his/her designee shall meet to review the terms of this Agreement. If either party gives the other written notice to set a meeting under this sub-paragraph, the other party shall fully cooperate, and a meeting shall be set as soon as practicable; but in no event shall the meeting occur more than ninety (90) days after written notice has been given unless both parties otherwise agree. If the parties agree to proposed changes or amendments, it shall be executed with the same formality as this document. Except as otherwise provided herein, this Agreement shall only be amended by formal action of both the School Board and MIYB.

SECTION 4. USE OF THE BASEBALL FIELD

The School Board shall lease to the MIYB the Baseball Field owned by the District and located on School Board Property known as Tommie Barfield Elementary School, shown on Exhibit "A" ("School Board Property").

4.1 Baseball Field Use

4.1.1 There are no After School Programs that use the Baseball Field. However, TBE may, in the future, use the Baseball Field for After School Programs. After School Program use will be coordinated by the District with MIYB 30 days before the After School Program desires to use the Baseball Field.

4.1.2 During School Hours, the Baseball Field shall only be used by the District. During this period, the Baseball Field perimeter fence gates will be locked.

4.1.3 During Non-School Hours, the Baseball Field will be open for use by the MIYB.

4.1.4 The Baseball Field shall be used only by persons that are 5 – 18 years of age, in accordance with the terms of this Agreement and any additional rules and regulations promulgated by the MIYB and consistent with School Board Policies. It is mutually agreed and understood by the Parties hereto, that NO ONE OVER THE AGE OF 18, will be permitted to use the Baseball Field. The District may use the Baseball Field during Non-School Hours, as required for the school, for previously scheduled school events as provided for in the Use Schedule or when they are not in use by the MIYB.

4.1.5 MIYB members and Baseball Field participant access is strictly limited to the Leased Premises. Baseballs and any other objects that fall or fly outside the Leased Premises cannot be retrieved by MIYB or Baseball Field participants. The school will collect and save the baseballs and other objects for future retrieval by MIYB staff.

4.2. Use Schedule

4.2.1 The Superintendent, or designee, and the MIYB President, or designee, may refine the scheduling of the Baseball Field as necessary with a Use Schedule. The District shall have priority use of the Baseball Field during School Hours. The MIYB shall have the right to use the Baseball Field during Non-School Hours and is restricted to baseball-related activities as scheduled by the MIYB.

4.2.2 The MIYB will be responsible for coordinating a schedule for routine maintenance and improvements of the Baseball Field in conjunction with the District and in accordance with Section 5 of this Agreement.

4.3 Site Access

CCPS will issue MIYB two gate keys. These keys shall remain in the exclusive control of MIYB and shall never be duplicated. MIYB shall not change the locks on the gates in the Leased Premises.

4.4 Site Cleanliness

The MIYB is responsible for the cleanliness of the Leased Premises during their period of use. All trash and litter shall be removed from the Leased Premises grounds and trash cans at the end of MIYB's use of the Leased Premises.

4.5 Alcohol, Nicotine and Drugs

School Board Policies 3124 and 7434 prohibit the possession, sale, and use of alcohol, nicotine and drugs on School Board Property, including the Leased Premises.

4.6 Weapons and Other Destructive Devices

School Board Policy 7217 prohibits any person (except authorized law enforcement personnel or persons pre-approved by the Superintendent), including those with concealed weapons permits, from possessing, carrying, handling, concealing, or storing a weapon or firearm or facsimile thereof or any other destructive device or weapons as defined by law on District Property. In addition, the Board waives the vehicle exception as stated in F.S. 790.115 and prohibits keeping any weapon or firearm in a private vehicle on District Property, even if the firearm stays in the vehicle, is securely encased and is not readily accessible for immediate use.

4.7 Policies and Procedures

Except as otherwise provided in this Agreement the School Board and MIYB agree that the School Board's Policies and Administrative Procedures are applicable to the Baseball Field shall apply to the use of the Baseball Field. The party using the Baseball Field shall be responsible for adherence and enforcement of the respective policies and procedures.

4.8 Restrictions of Use

The Parties agree that there may be times when the use of the Baseball Field will be restricted by the District due to security, environmental factors, natural disaster, or force

majeure. The District shall be held harmless during such events and the consequences of such events.

School Board Policy 7510.02 is in full force and applies to the Leased Premises. The Parties agree that the Baseball Field will not be used for personal or private gain. Advertising banners, yard signs or any other means to promote a for-profit business interest in the Leased Premises or on the TBE property is prohibited. A violation of School Board Policy 7510.02 is grounds for Default.

SECTION 5. MAINTENANCE AND IMPROVEMENTS

5.1 Maintenance Standards

5.1.1 The MIYB shall maintain and repair, at its sole expense, the Baseball Field. Maintenance and repair include but are not limited to pest control, weed control, mowing, trimming, aerating, bulb replacement, fence and gate repair, scoreboard repair and all work to maintain the Baseball Field in a safe, secure and usable condition, 365 days of the year. For a natural turf field and related facilities, the standard of care shall be equal to the Aubrey Rogers High School baseball field and for synthetic turf field and related facilities the standard of care shall be equal to the Naples High School baseball field. If the Baseball Field (including related facilities) condition deteriorates such that the standard of care is no longer equal to the standard of care of aforementioned high school baseball fields, as reasonably determined by CCPS, CCPS shall request in writing that MIYB service the Baseball Field and restore it to a condition acceptable to CCPS. Restoration to an acceptable condition shall be completed within 10 business days of the written request. Conditions that negatively impact the Baseball Field security shall be corrected by MIYB within 3 business days of the written request.

5.1.2 Damage to the Baseball Field caused by storms or other force majeure shall be repaired at the sole cost of MIYB.

5.2 Improvements

5.2.1 MIYB may make improvements to the Baseball Field provided that such improvements are not in conflict with TBE's campus operations and are approved by the District's Chief Facilities Officer or designee (each an "Improvement"). The proposed Baseball Field improvements shall be submitted in writing to the Chief Facilities Officer and shall include: (1) a written scope of work; (2) the purpose of the improvement; (3) when applicable, full specifications; (4) when applicable, plans and specifications signed and sealed by a Licensed Florida Architect or Engineer. The Chief Facilities Officer or designee and any staff or reviewer that the Chief Facilities Officer deems necessary for the proper review of the proposed improvement will review the proposed improvement and either approve, conditionally approve, or deny.

5.2.2 All improvements shall be performed under the cover of a CCPS contract and supervised by a CCPS Project Manager. CCPS may, at its sole discretion and in addition to

a CCPS Project Manager, require supervision of the work by a Construction Management Firm. In the event a Construction Manager (CM) is assigned to supervise the work:

1. CCPS will pay the CM's fee (profit). All other costs, including but not limited to general conditions (overhead cost), cost of the improvement, cost of the construction, procurement of equipment, utility locates, testing, inspections, and permits are the sole responsibility of MIYB.
2. All subcontractors must sign a contract with the CM and agree to all the CM's contract terms. Subcontractors that cannot meet the terms of the CM's contract will not be allowed to work.
3. All CM at Risk contract requirements.

5.2.3 Regardless of the type of supervision, all contractors and subcontractors are required to meet CCPS's contract requirements, this includes but is not limited to:

1. Appropriate licensure for the work.
2. Insurance coverage.
3. Vendor administrative requirements (conflict of interests, e-verification, federal employer identification number (IRS Form w-9), etc.).
4. Jessica Lunsford Act, F.S. 1012.465 requirements –All workers must possess a statewide contractor badge.
5. Approval by the Chief Facility Officer or designee.
6. Compliance with all CCPS policies for conduct on District Property.
7. Prohibited interaction between any contractors and subcontractors, employees thereof, suppliers, or other individuals and the student population of TBE.
8. Compliance with F.S. 787.06(13). The proposer shall complete Exhibit "B" – "Affidavit Regarding the use of Coercion for Labor & Services" attached hereto and submit prior to the start of any services.

5.2.4 CCPS reserves the right to:

1. Deny any contractor or subcontractor submitted by the MIYB.
2. Choose a contractor or subcontractor to perform any service in lieu of the MIYB selected contractor or subcontractor.
3. Direct any contractor or subcontractor to stop work.
4. Ban any contractor or subcontractor from the Leased Premises.

5.2.5 All contracts whose singular or aggregate value is \$50,000 or more shall be presented to the School Board for Board member review and approval. Work cannot start until the School Board approves the work.

5.2.6 Prior to the start of work:

1. A permit shall be obtained from the CCPS Building Official
2. A project schedule shall be submitted, reviewed and approved by the CCPS Project Manager.
3. Work shall not commence until CCPS issues a Notice to Proceed.

5.2.7 All improvements shall comply with all applicable codes including but not limited to the Florida Building Code and State Requirements for Educational Facilities. All work shall be inspected by the Collier County Public School's Senior Construction Inspector and

Building Official. Non-complaint work shall be corrected at the sole expense of MIYB.

5.2.8 Work site access – work shall be performed outside school hours. Equipment, tools, vehicles, materials, workers and anything related to the work shall not impede, in any way, the campus' operations, safety or security. Violations of the campus' security may result in a subcontractor's permanent ban from Leased Premises.

5.2.9 It is understood and agreed by the Parties hereto that MIYB has committed and will make submit proposals within 90 days from the Effective Date of this Agreement, for the following improvements, at its sole cost and expense to the Baseball Field:

1. Convert the existing pole-mounted field lights to LED lights. The LED lights shall meet the CCPS standard for LED field lights;
2. Convert part, or the entire Baseball Field to synthetic turf;
3. Repair the sprinkler system;
4. Build restrooms for both male and female occupants; and
5. Throughout the year maintain the Baseball Field, keeping it in a safe, secure and usable condition throughout the term of this Agreement.

5.2.10 It is understood and agreed by the parties hereto that other improvements to the Baseball Field are needed and shall be completed in the future by MIYB:

1. Repair announcers stand;
2. Weather proofing the electrical room behind the home dug out;
3. Replace scoreboard;
4. Repair batting cages; and
5. Replace gear storage shed.

5.2.11 The School Board may make improvements and install additional equipment to improve the Baseball Field provided that such improvements or additions are approved by the MIYB in writing and in accordance with the terms of this Agreement. The School Board shall be solely responsible for all costs associated with such improvements or additions. The MIYB shall have the right to review and approve, prior to construction, the plans, specifications, and location of all equipment and improvements and such approval shall not be unreasonably withheld.

SECTION 6. SUPERVISION

The MIYB and the School Board shall provide adequate adult personnel to supervise activities on the Baseball Field during their times of use. The Parties are responsible during their use periods for the protection and preservation of the Leased Premises.

SECTION 7. INSURANCE, LIABILITY, INDEMNIFICATION

7.1 Insurance

During the Term (including any extensions thereof) of this Agreement, MIYB shall maintain an adequate program of insurance coverage as described below. The insurance shall be placed with insurance companies having a rating of "A" or higher, based on AM

Best rating services (www.ambest.com). MIYB shall meet the following insurance requirements:

- a. Certificates of Insurance (COI), shall be furnished to the District within thirty (30) days of execution of this Agreement. MIYB shall provide a minimum of a thirty (30) day notice of cancellation to the District and shall name Collier County Public Schools as an additional insured as follows:

The District School Board of Collier County, FL
5775 Osceola Trail
Naples, Florida 34109

Failure to provide a COI shall be cause for termination of this Agreement.

- b. Insurance Policy Duration: All insurance policies herein specified shall be in force for the term of the Agreement and contain a rider that the insurance policies cannot be canceled without a thirty (30) day prior written notice to the parties insured. All COI's must be submitted annually upon expiration for the duration of the Agreement.
- c. MIYB must comply with F.S. 440, Workers' Compensation, and Employees' Liability Insurance with the minimum statutory limits, if required.
- d. Compensation General Liability Insurance to be an occurrence form policy in an amount equal to or greater than \$1,000,000.00 per occurrence, combined, Single Limit for Bodily Injury Liability and Property Damage Liability for any occurrence resulting in death, bodily injury, personal injury products and completed operation liability and property damage that could arise directly or indirectly from the performance of this Agreement.
- e. Business Automobile Liability Insurance to be an occurrence form policy in an amount equal to or greater than \$1,000,000.00 per occurrence, combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto", "Commercial Vehicle" or "Comprehensive Form" policy.
- f. MIYB waives any rights for recovery from or for any loss, damage, or injuries to the extent covered by any insurance maintained by either party.

7.2 Liability for Damage or Injury

7.2.1 School Board Liability

Subject to the limitations of F.S. 768.28, the School Board shall not be liable for any damage or injury which may be sustained by MIYB, its officers, employees and agents, or any person using the Baseball Field in connection with MIYB activities.

7.2.2 MIYB Liability

MIYB shall be liable for any damage or injury which may be sustained by the MIYB, or any person using the Baseball Field in connection with MIYB activities.

7.2.3 Public Liability

Subject to the provisions and monetary limitations of Section 768.28, Florida Statutes (as may be amended), which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, the School Board and the MIYB shall each maintain either a public liability insurance policy or an ongoing self-insurance program for public liability, automobile liability and worker's compensation

insurance, covering the MIYB or School Board, its officers and employees for any activities related to this Agreement and shall provide reasonably satisfactory evidence of such insurance or ongoing self-insurance program to the other Party. Nothing in this Agreement is intended to operate as a waiver of sovereign immunity by the School Board.

7.3 Indemnification

To the extent provided by law, each Party agrees to hold harmless, indemnify and defend the other Party including its agents, officers, directors and employees for any and all claims, losses, penalties, demands, judgments, costs of suits, including attorney's fees, for any expense, damage or liability incurred, whether for personal injury, property damage, direct or consequential damages, or economic loss arising directly or indirectly arising from or in connection with the use of the Leased Premises under the terms of this Agreement, except for such damage or liability which is caused solely by the negligence of the other Party. This indemnification shall not be deemed a waiver of any limitation of liability to which either Party may be entitled under Florida Statutes.

SECTION 8. CONSIDERATION

In recognition of the in-kind payments and costs to be paid by MIYB during the Term of this Agreement, the School Board agrees not charge any rental fees to MIYB for the use of the Baseball Field and the MIYB shall not charge any rental fees to the School Board for its use of the Baseball Field.

SECTION 9. DEFAULT

9.1 Default

9.1.1 Notice

If a party to this Agreement (the Defaulting Party") fails to perform under this Agreement or fails to comply with the terms and conditions of this Agreement ("Default"), the other party hereto (the "Non-Defaulting Party") shall send written notice ("Default Notice") to the Defaulting Party, according to the notice requirements set forth in this Agreement.

9.1.2 Opportunity to Cure

The Defaulting Party shall have a period of 30 days after receipt of the Default Notice to either cure its Default or to provide a written response to the Non-Defaulting Party indicating the status of the Defaulting Party's resolution of the Default and a schedule for the curing of the Default.

9.1.3 Remedies

If, within 30 days after receipt of Default Notice, the Defaulting Party fails to either cure its Default or to provide a written response to the Non-Defaulting Party indicating the status of the Defaulting Party's resolution of the Default and a schedule for the curing of the Default, the Non-Defaulting Party may pursue any and all remedies available under Florida law, including termination of the Agreement pursuant to Section 10.

SECTION 10. TERMINATION

Solely in the event of a default, the School Board or the MIYB may, after following the procedure in Section 9, terminate this Agreement upon forty-five (45) days' written notice to the other Party, subject to an extension upon mutual agreement of the Parties. Additionally, if this Agreement is terminated by the School Board within the Initial Term the School Board shall reimburse MIYB for the costs incurred by MIYB through the date of termination for all approved Improvements under section 5.2, prorated for 10 years from the completion of each Improvement, unless the termination by the School District is exercised on account of MIYB's unreasonable maintenance of the Improvements. If the District's termination is the result of a maintenance-related default by MIYB as to any one or all the Improvements, MIYB will not be entitled to a prorated reimbursement of the costs for the Improvement(s) subject to the default but shall be entitled to prorated reimbursements of all other Improvements.

SECTION 11. NOTICES

All notices and communications shall be in writing and must either be hand delivered, sent by Federal Express or a comparable overnight mail service, or mailed by U.S. registered or certified mail return receipt requested, postage prepaid. Notices should be sent to the following:

School District of Collier County
c/o the Office of the Superintendent, 5775 Osceola Trail, Naples, Florida 34109;

Marco Island Youth Baseball Inc.
c/o Vincent Gentile, MIYB President, 741 South Barfield Drive, FL 34145.

Notice is effective upon delivery or refusal of delivery of notice. Any notice delivered after 5:00p.m. will be deemed to be delivered on the following Business Day. 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 is in effect for all purposes.

SECTION 12. MISCELLANEOUS

12.1 Assignability

The Parties shall not assign any interest in this Agreement without the prior written consent of the other Party.

12.2 Amendment

This Agreement embodies the entire Agreement between the Parties and may not be modified unless in writing, executed by both Parties.

12.3 Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct.

12.4 Assignment and No Third-Party Beneficiary

Any party to this Agreement may not assign this Agreement without the prior written approval of the other party. This Agreement is for the sole benefit of the School Board and the MIYB, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement.

12.5 Construction of the Agreement

All parties to this Agreement have substantially contributed to the drafting and negotiation of this Agreement, and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent legal advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

12.6 Counterparts

This Agreement may be signed in any number of counterparts, each of which constitutes the Agreement of the parties and each of which will be treated as an original.

12.7 Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal or enforceable provision had never compromised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

12.8 Choice of Law

This Agreement shall be interpreted in accordance with the laws of the State of Florida. It is recognized that all Parties hereto have contributed substantially and materially to the negotiations and preparation of this Agreement, and that the Agreement shall not be interpreted more harshly against one party by virtue of its preparation.

12.9 Entire Agreement/Modification/Amendment

This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

12.10 Successors and Assigns

This Agreement will inure to the benefit of and be binding upon the School Board and MIYB and their respective legal representatives, successors, and permitted assigns.

12.11 Personnel Badges

All MIYB personnel shall be required to always wear a photograph identification badge while on the School Board Leased Premises during School Hours.

12.12 Background Screening

In accordance with the requirements of Sections 1012.465, 1012.467, and 1012.468 Florida Statutes, and School Board Policy, as amended from time to time, the MIYB agrees that all of its employees, agents, contracts, and subcontractors who provide or may provide services under this Agreement will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced Statutes and School Board Policies related to screening prior to entering or providing services relating to the Leased Premises.

12.13 Governing Law, Compliance with Laws, and Venue

This Agreement will be interpreted and enforced in accordance with Florida law. The parties agree that they shall comply with all applicable federal, state, and local laws, ordinances and codes, including but not limited to the Florida Building Code and the Americans with Disabilities Act. The venue for any action brought hereunder shall be located exclusively in Collier County, Florida.

12.14 Legal Fees and Court Costs

In the event of any litigation between the parties under this Agreement, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Agreement.

12.15 Conflict of Interest

MIYB is subject to the provisions of Chapter 112, Florida Statutes. MIYB shall complete the District's "Conflict of Interest Statement" and submit it with the execution of this Agreement. Updates may be requested annually.

12.16 Section and Paragraph Headings

The captions and section numbers used in this Agreement are for purposes of convenience and for reference only and shall not be used to define, limit or extend the scope or meaning of any part of this Agreement.

12.17 Force Majeure

Non-performance by the School Board or MIYB shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, pandemics, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

12.18 Designees

The Superintendent shall be the party designated by the School Board to grant or deny all approvals required by this Agreement. The MIYB Manager shall be the party designated by the MIYB to grant or deny all approvals required by this Agreement.

12.19 Public Records

The School Board is subject to Florida's Public Records Act, Chapter 119, Florida Statutes. Each party shall keep and maintain public records in connection with this Agreement and shall ensure that public records that are exempt of confidential shall not be disclosed except as authorized by law. Upon request from the respective party's custodian of records, the other party shall provide the requested records or allow for inspection within a reasonable time as provided by law. The District may unilaterally cancel this Agreement for refusal by MIYB to comply with this section by not allowing access to all public records, as defined in Chapter 119, Florida Statutes, made or received by MIYB in conjunction with this Agreement.

IF MIYB HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER, (239) 377-0457, E-MAIL ADDRESS: woodsdo@collierschools.com, MAILING ADDRESS, 5775 OSCEOLA TRAIL, NAPLES, FL 34109.

12.20 Unauthorized / Illegal Allies

The School Board shall consider the employment by any Contractor of unauthorized/illegal aliens in violation of Sectio 274A of the Immigration and Nationality Act. Such violation shall be cause for immediate termination of the Agreement. MIYB shall complete the District's "Contractor's Affidavit Concerning Illegal Aliens" and submit it with the execution of this Agreement. Updates may be requested annually.

12.21 Drug-Free Workplace Certification

The School Board supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors' drug-free. If applicable, MIYB shall sign and submit the District's "Drug-Free Workplace Certification to certify that it has a drug-free work place program. Updates may be requested annually.

12.22 Bullying, Harassment & Federal Title IX Based Issues

MIYB agrees to abide by provisions of Board Policies 3362, 5517, 5517.01, and 226, which proscribe any acts of harassment and/or bullying and any related acts covered by Title IX, toward District students and District staff.

12.23 Jessica Lunsford Act (JLA)

According to Board Policy 8475, and the State of Florida Jessica Lunsford Act, all MIYB personnel and affiliates shall be subject to a criminal background check. MIYB shall adhere to all District and State requirements about fingerprinting and badging. Furthermore, contractor(s), individuals or entities under contract with the District required to go on school grounds, must comply with the requirements of the law and agree to indemnify and hold the District harmless for any claims made against the District related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida

Statutes. Information on JLA requirements and how to comply can be accessed at <http://www.collierscholls.com/hr> under the heading "Fingerprinting & ID Badges. Failure to comply will result in the immediate termination of the Agreement. Updates may be requested annually.

12.24 MIYB Employees

MIYB shall provide competent, suitable qualified personnel to perform services under this Agreement to the School Board. MIYB shall be responsible to the District for the acts and omissions of its employees and their agents and employees, and other persons performing any of the work under this Agreement. MIYB employees and affiliates will be expected to conduct themselves in an orderly fashion and adhere to the School Board's policies for conduct and behavior. MIYB employees will refrain from using foul, abusive, or profane language on District property. MIYB shall prohibit its employees from disturbing District property that is not within the employees' scope of responsibility.

12.25 Effective Date

The Effective Date of this Agreement shall be the date that the last signature as set forth below.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first above written.

MIYB

MARCO ISLAND YOUTH BASEBALL INC,
A Florida Not For Profit Corporation

ATTEST:

By: Joseph Oliverio
Name and office
DIRECTOR
JOSEPH OLIVERIO

By: Vincent Gentile
Vincent Gentile, President

Approved as to form and legal sufficiency:

Dated: April 30, 2025

Zachary Lombardo
Attorney for MIYB

SCHOOL BOARD

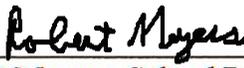
**THE DISTRICT SCHOOL BOARD OF
COLLIER COUNTY, FLORIDA**

By: 
Kelly Mason, School Board Chair

Attest: 
Dr. Leslie Ricciardelli, Superintendent

Dated: April _____, 2025

Approved as to form and legal sufficiency:

By: 
Robert Meyers, School Board Attorney

**EXHIBIT A – SCHOOL BOARD PROPERTY - LEASED PREMISES - TOMMIE BARFIELD
ELEMENTARY SCHOOL BASEBALL FIELD**



The leased premises is the area inside the heavy red line.

**EXHIBIT B – COERCION FOR LABOR & SERVICE
AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR & SERVICES**

Respondent Vendor Name:		FEIN #:	
Street Address	City:	State:	Zip:
Phone:	Email:		
Authorized Representative Printed Name:	Title:		

Section 787.06(13), Florida Statutes requires all non-governmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The School District and School Board of Collier County, Florida is a governmental entity for purposes of this statute. As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

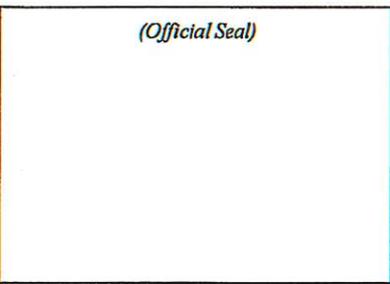
- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true:

By: _____
(Signature)
(Date)

The foregoing instrument was acknowledged before me this _____ day of, in the year

By _____ (name & title of position) who is personally known to me or has produced (type of identification) as identification.



 NOTARY PUBLIC, signature

 PRINTED NAME

My Commission Expires: _____
 Commission #: _____