

## **FACILITIES USE AGREEMENT**

**THIS FACILITIES USE AGREEMENT**, hereinafter referred to as the “Agreement” made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **MARTIN COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the “County” and **MARTIN COUNTY BLACK HERITAGE INITIATIVES, INC.**, a Florida not-for-profit corporation, hereinafter referred to as “BHI”.

### **W I T N E S S E T H:**

**WHEREAS**, The County leases from the School Board of Martin County, hereinafter referred to as the “School Board”, the property commonly referred to as New Monrovia Park. As more particularly described in that lease between the County and the School Board, dated August 4, 1998, and recorded under Official Records, Book 1334, Page 680, of the Public Records of Martin County, hereinafter referred to as the “Lease”, the leased property includes the New Monrovia One-room Schoolhouse located at 4455 SE Murray Street, Stuart, Florida, hereinafter referred to as the “Schoolhouse”.

**WHEREAS**, the Schoolhouse was built circa 1930 and served to educate the African-American children of Martin County. The Schoolhouse has undergone extensive reconstruction and restoration by the County to further preserve the historical nature of the Schoolhouse.

**WHEREAS**, BHI is a Florida not-for-profit corporation. BHI’s mission is to seek, uncover, share, and preserve the interrelationship of African American, Native American, Spanish American, and European American history. BHI plans to highlight the challenges, achievements, and contributions of Black Americans and women in shaping Martin County into the distinct community it is today.

BHI intends to use a blended approach to convey local, state, and national history. BHI desires to assist the community with establishing the schoolhouse as an enduring resource for education, cultural experiences, and increase awareness of the schoolhouse as an invaluable community resource connected to other African American landmarks and legacies existing across the State of Florida.

**WHEREAS**, BHI desires to enter into this Agreement with the County to permit BHI to utilize the Schoolhouse as a museum and cultural center to further educate the general public.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

**1. SITE**

The parties acknowledge and agree that the Schoolhouse is located at New Monrovia Park, at 4455 SE Murray Street, Stuart, Florida. BHI shall be allowed to use the Schoolhouse containing approximately 850 square feet, as well as the public restroom, via outside access points, and the covered porch, hereinafter collectively referred to as the "Facilities". The Facilities do not include to the Costella Williams Learning Center and this Agreement does not provide for access to the Costella William's Learning Center. BHI's use of the Facilities shall at all times be in compliance with all federal, state, and local laws, rules, and regulations, and at all times in compliance with this Agreement.

**2. USE OF FACILITY**

The County hereby authorizes BHI to utilize the Facilities to carry out its mission of educating the general public, including organizations and entities, subject to the terms of this Agreement. This Agreement does not provide an exclusive right and use to the Facilities. The County, at any time, may access the Facilities and may permit other members of the public access to the Facilities. No alcohol shall be served or consumed at the Facilities or on the leased premises.

**3. COVERED PORCH**

Located within the park, to the east of, and adjacent to, the Schoolhouse, is an outdoor covered porch. BHI is allowed to utilize this covered porch when not being used by the County. BHI is responsible for confirming with the Parks and Recreation Department that the Covered Porch has not been reserved during the time BHI seeks to use it. BHI shall contact the Parks Recreation Supervisor, Annette Jones at [ajones@martin.fl.us](mailto:ajones@martin.fl.us) to confirm it is not reserved during the time BHI seeks to use it. BHI understands that access to the Covered Porch is on a first come first serve basis and is not reserved for the public, including BHI.

#### **4. MEANS OF ACCESS**

Subject to the dates and times of access, BHI may access the Schoolhouse via the issuance of electronic/magnetic badge readers from the County to BHI. BHI will coordinate with the County as to how many badges will be issued and to whom said badges will be provided to. These badges may be used by the County to review dates and times of access to the Schoolhouse as needed. These access mechanisms may be modified and upgraded in accordance with technology improvements. The bathrooms will be accessible from the outside without the need for a badge reader.

#### **5. DATES AND TIMES OF ACCESS**

BHI is not authorized to access the Facilities when the Leased Premises and/or the Facilities are being used by the School Board. BHI is not authorized to access the Facilities when the County's after-school programs are taking place on the park grounds. BHI may be permitted, at all other times, to use the Schoolhouse and restrooms from 7:00 a.m. to 9:00 p.m. Failure to strictly follow this schedule shall be a basis to terminate this Agreement.

**a. After-school programs:** The current schedule for the after-school programs follows the Martin County School District Calendar, <https://www.martinschools.org/page/calendars>. The after-school program, which is subject to change, currently takes place during:

- i. *Regular school days:* Monday through Friday, from 2:00 p.m. to 6:00 p.m.
- ii. *Early release days:* Monday through Friday, from 12:00 p.m. to 6:00 p.m.
- iii. *Non-school days:* Encompasses the summer, holidays, spring break, and any other weekday off from school, Monday through Friday, from 7:30 a.m. to 5:30 p.m.

**b. Restrooms:** The restrooms are on automatic timed locks, controlled by the County. Access to the restrooms are as follows:

- i. *Saturday and Sundays:* The restrooms are open to the general public between 7:00 a.m. to 9:00 p.m.

- ii. *After-school program days*: The restrooms are open to the general public and are closed one (1) hour prior to an after-school program starting, they shall remain closed during the after-school program, and will re-open at the conclusion of the after-school program, which is generally 6:00 p.m. These restrooms remain open until 9:00 p.m.
- c. **County youth programs**: In addition to the after-school programs, from time to time, the County may engage in, coordinate, host, facilitate, or sponsor youth programs. During these youth programs, the County may restrict access to the Facilities.

## 6. **COORDINATION**

BHI acknowledges that dates and times of access to the Facilities are subject to change at the discretion of the County. Prior to use, BHI shall coordinate with Parks and Recreation Department and General Services on dates and times of access by contacting the Parks and Recreation Department via Annette 'Cookie' Jones at [ajones@martin.fl.us](mailto:ajones@martin.fl.us) and General Services Department via Mr. Terry William at [twilliam@martin.fl.us](mailto:twilliam@martin.fl.us)

BHI shall also confirm with the School Board that the Facilities are not being used by the School Board during the dates and times BHI seeks to use the facilities. The current contact is Mark Cowles at [cowlesm@martinschools.org](mailto:cowlesm@martinschools.org). Should this contact change, the School Board will reach out to BHI to provide the new contact information.

## 7. **TERM**

The terms of this Agreement shall be for the period beginning February 1, 2025, through and including January 31, 2026, unless otherwise terminated as provided herein. The term of this Agreement shall automatically renew for successive one (1) year terms unless terminated pursuant to paragraph 8 of this Agreement.

## 8. **TERMINATION**

Either party may terminate this Agreement at any time without cause upon thirty (30) days prior written notice to the other party. This Agreement shall automatically

terminate if the Lease between the County and the School Board expires, or it is terminated for any reason.

## **9. DAMAGES**

- a. Damage occurring to the Facilities, including but not limited to the Schoolhouse, caused by BHI, its agents, employees, volunteers, guests, invitees, and licensees, shall be the financial responsibility of BHI. BHI shall notify the County within 24 hours of discovering or being made aware of the damage. The repair of such damage shall be accomplished by the County or its designee. BHI shall reimburse the County within forty-five (45) calendar days after the County has provided documentation to BHI substantiating payment of the repairs, including invoices, purchase orders, or contracts for repairs.
- b. When the cause or time of damages cannot be determined, the BHI and the County shall equally share the cost of repairs. The repair of such damage shall be accomplished by the County or its designee. BHI shall reimburse the County its portion within forty-five (45) calendar days after the County has provided documentation to BHI substantiating payment of the repairs, including invoices, purchase orders, or contracts for repairs.

## **10. REPAIRS AND MAINTENANCE**

The County agrees, at its expense, to make all routine repairs to the Facilities, including structural, air conditioning, electrical, plumbing, sewer conditions. The County shall keep the Schoolhouse in a clean and orderly condition and appearances. BHI shall remove all trash and garbage from the Schoolhouse, including any garbage pails inside the Schoolhouse and dispose of same in proper trash receptacles outside the Schoolhouse.

## **11. MODIFICATIONS, RENOVATIONS, STRUCTURAL CHANGES.**

BHI shall not engage in any modifications, renovations, or structural changes to the Facilities. BHI shall not affix any structures, objects, items, to the Facilities. BHI shall not paint, repair, replace, remove, or install any fixtures or objects attached

to, or contained within, the Facilities. In the event BHI deems the Facilities are in need of modification, BHI may notify the County in writing of such a request.

## **12. CLOSURE:**

The County shall have full authority and control to temporarily restrict access to some, or all, of the Facilities due to security issues and where closure of the Facilities is for the protection of individuals and the property. The County shall use all best efforts to notify BHI 24-hours in advance if scheduled maintenance is to occur that will make some, or all, of the Facilities unavailable.

## **13. INSURANCE**

BHI must maintain insurance as stated below throughout the term of this Agreement or any renewals or extensions, which insurance limits shall also be subject to the review and approval of the School Board, which School Board limits are subject to change:

- a. General Liability: No less than \$1M/\$2M limits on an occurrence form policy.
- b. Workers Compensation: Statutory limits and employers' liability of no less than \$100,000 each accident, \$100,000 each disease/employee, and \$500,000 each disease maximum limit from an AM Best rating of A:VII or greater for insurance carriers.
- c. Auto Liability: No less than \$1M combined single limit covering any auto, including owned, hired, and non-owned autos.
- d. Additional Coverage: The County's Risk Management Division may require the applicant obtain higher coverage limits and/or additional insurance policies as necessary due to the nature of the event.
- e. Certificate of Insurance Policy Requirements:
  - i. Each insurance policy shall include a waiver of subrogation.
  - ii. Each insurance policy, except Worker's Compensation, shall include the County and the School Board as an additional insured and should be shown on the COI as "Martin County, a political subdivision of the State of Florida, and Martin County Board of County Commissioners and its officers, directors, employees, agents, and representatives"

and "The School Board of Martin County, and its officers, directors, employees, agents, and representatives".

iii. With the exception of Workers' Compensation, all policies shall apply as primary and non-contributory.

iv. Certificate Holders:

Martin County Board of County Commissioners  
Attn: Parks and Recreation  
2401 SE Monterey Road  
Stuart, FL 34996

The School Board of Martin County  
1939 SE Federal Highway  
Stuart, Florida 34994

#### **14. INDEMNIFICATION**

BHI shall indemnify and hold harmless the County, its elected officials, employees, and agents, and the School Board, its elected officials, employees, and agents, from all claims, suits, causes of action, losses or liabilities of any character brought on account of any injuries or damages received or sustained by any person or property arising out of or resulting from the operations or use of the Facilities by BHI, including BHI's agents, invitees, and guests, except claims arising from the sole negligence of the County.

#### **15. LIABILITY**

The County is and shall be responsible for its acts and omissions to the extent permitted under Section 768.28, Florida Statutes. Nothing herein shall constitute a waiver of sovereign immunity nor shall be deemed an extension of sovereign immunity to BHI.

#### **16. NO LIEN CREATED**

BHI covenants and agrees that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title, and interest on the Facilities, the School Board, or the County. All persons contracting with BHI for furnishing materials or labor to BHI, or to its agents or servants, as well as all persons whomsoever, shall be bound by the provisions of this Agreement.



**17. INDEPENDENT RELATIONSHIP**

BHI is an independent, separate private body, incorporated under within the State of Florida. This Agreement does not constitute a partnership, joint venture, or other joint relationship between the County and BHI. This Agreement does not constitute a partnership, joint venture, or other joint relationship between the School Board and BHI. This Agreement does not afford BHI, or BHI's agents, invitees, or guests, any authority to bind the County or the School Board to any other agreements or contracts, in any respect.

**18. NON-DISCRIMINATION** BHI and the County each for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, familial status or physical or mental disability shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in the operation of the use of the Schoolhouse.

**19. ASSIGNMENT**

BHI may not assign its rights or obligations under this Agreement.

**20. INCORPORATION**

Failure of BHI to maintain incorporation status with the State of Florida shall be a basis for immediate termination.

**21. ENTIRE AGREEMENT**

This Agreement and the attachments hereto represent the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiation, understandings, and representations, if any, made by and between such parties.

**22. AMENDMENTS**



The provisions of this Agreement may not be amended, supplemented, waived, or changed orally, but only in writing signed by the party as to whom enforcement of any such amendment, supplement, waiver, or modification is sought and making specific reference to this Agreement.

### **23. BINDING EFFECT**

All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

### **24. NOTICES**

All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by email, messenger or courier service, or US mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to:

**AS TO MARTIN COUNTY:**

Martin County Administrator  
County Administrative Center  
2401 S.E. Monterey Road  
Stuart, Florida 34996  
Phone 772-320-3176  
Email [gstokus@martin.fl.us](mailto:gstokus@martin.fl.us)

**WITH A COPY TO:**

Martin County Attorney  
County Administrative Center  
2401 S.E. Monterey Road  
Stuart, Florida 34996  
Phone 772-288-5924  
Email [legalesvc@martin.fl.us](mailto:legalesvc@martin.fl.us)

**AS TO MARTIN COUNTY BLACK HERITAGE INITIATIVES INC.:**

Martin County Black Heritage Initiatives, Inc.  
801 SE Johnson Ave  
PO Box 1287  
Stuart, Florida 34995  
Email: [mcblackheritagesinitiatives@gmail.com](mailto:mcblackheritagesinitiatives@gmail.com)  
Phone: 772-260-1766

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date emailed if by electronic email and (c) on the date upon which the return receipt is signed, or delivery is refused, or the notice is designated by the postal authorities as not deliverable, if mailed.

**25. HEADINGS**

The headings contained in this Agreement are for convenience of reference only and shall not limited or otherwise affect in any way the meaning or interpretation of this Agreement.

**26. SURVIVAL**

All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

**27. SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable for the remainder of this agreement, then the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**28. GOVERNING LAW; VENUE**

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 Nineteenth Judicial Circuit in and for Martin 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. BY ENTERING INTO THIS AGREEMENT, COUNTY AND BHI HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT, INCLUDING ANY ADVISORY JURY. The parties expressly agree that each party

will bear its own attorney's fees and court costs incurred in connection with this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

MARTIN COUNTY BLACK HERITAGE INITIATIVES, INC.,  
a Florida not-for-profit corporation

  
\_\_\_\_\_  
Lloyd Jones  
President

STATE OF FLORIDA  
COUNTY OF MARTIN

Sworn to or affirmed and subscribed before me by means of ☒ physical presence or [ ] online notarization this 12th day of May, 2025, by Lloyd Jones.

\_\_\_\_\_ personally known to me OR ☒ produced drivers license as identification.

  
\_\_\_\_\_  
Signature of Notary Public - State of Florida  
(Print, type, or Stamp Commissioned Name of Notary Public)



REBECCA V. RAMEY  
Commission # HH 493936  
Expires May 17, 2028

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

\_\_\_\_\_  
CAROLYN TIMMANN  
CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

\_\_\_\_\_  
SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY

\_\_\_\_\_  
SARAH W. WOODS, COUNTY ATTORNEY