



Islamorada, Village of Islands

BASEBALL FIELD CITIZENS TASK FORCE

PUBLIC INFORMATION SESSION

August 18, 2025 - 5:00 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

The Village Council has resumed the in-person regular meeting format. Virtual participation is still available to the public. Please see the last page of the agenda for participation details

AGENDA

- I. **CALL TO ORDER / ROLL CALL**
- II. **PUBLIC COMMENT**
- III. **ITEMS FOR DISCUSSION**
 - A. Discussion Items
- IV. **ADJOURNMENT**

Options for Viewing the Village Council Meeting:

The public is encouraged to watch the meeting on Monroe County's MCTV Comcast Channel 77. Alternatively, the public may view the meeting streamed live on the Village website from their personal computer, tablet or phone via the following link:

https://www.islamorada.fl.us/departments/communications/live_village_broadcast_meeting.php

[PUBLIC PARTICIPATION]

Option 1: Email your comments.

- 1. Public comment should be submitted via email to: public.comment@islamorada.fl.us
- 2. The email should contain "Public Comment" in the subject line.
- 3. The name and address of the submitter shall be included in the email.
- 4. Public comment should be submitted by 9 a.m. the day before the meeting. Public comment will be sent to the Village Councilmembers for consideration prior to the meeting. Public comments will not be read during the meeting.

Option 2: Call in During the Meeting.

- 1. If phoning in, dial 305-224-1968 and enter the webinar ID: **911 0656 4166** followed by #.

When the Mayor opens public comment pertaining to the agenda item you are interested in dial *9 to be recognized by the Zoom meeting monitor. The Monitor will call you by the last four digits of your phone number. **Please be sure to unmute your phone when you are called upon.**

2. If watching online via Zoom: Open the Zoom webinar link <https://zoom.us/j/91106564166> and follow the prompts to join the webinar. When the Mayor opens public comment use the “raise your hand” feature to be recognized by the meeting monitor. Public comments will be heard in the order in which they are received.

ADA Assistance:

These meetings are open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the ADA Coordinator at (305) 664-6448 or by email at ADA@islamorada.fl.us at least 48 hours before the scheduled meeting

[VERBATIM_RECORD]



Council Communication

To: Mayor and Village Council
From:
Date: August 18, 2025
SUBJECT: Discussion Items

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments:

1. 2025 08 18 Baseball Survey Results Presentation
2. 24-05-39_ Monroe County School Board ILA - Recorded
3. Baseball Field License Agreement 2001
4. 080825_Founders Park_DRAFT

Mayor Mahoney's Community Feedback Survey: Founders Park Baseball Field Conceptual Plan

Monday, August 18, 2025

185

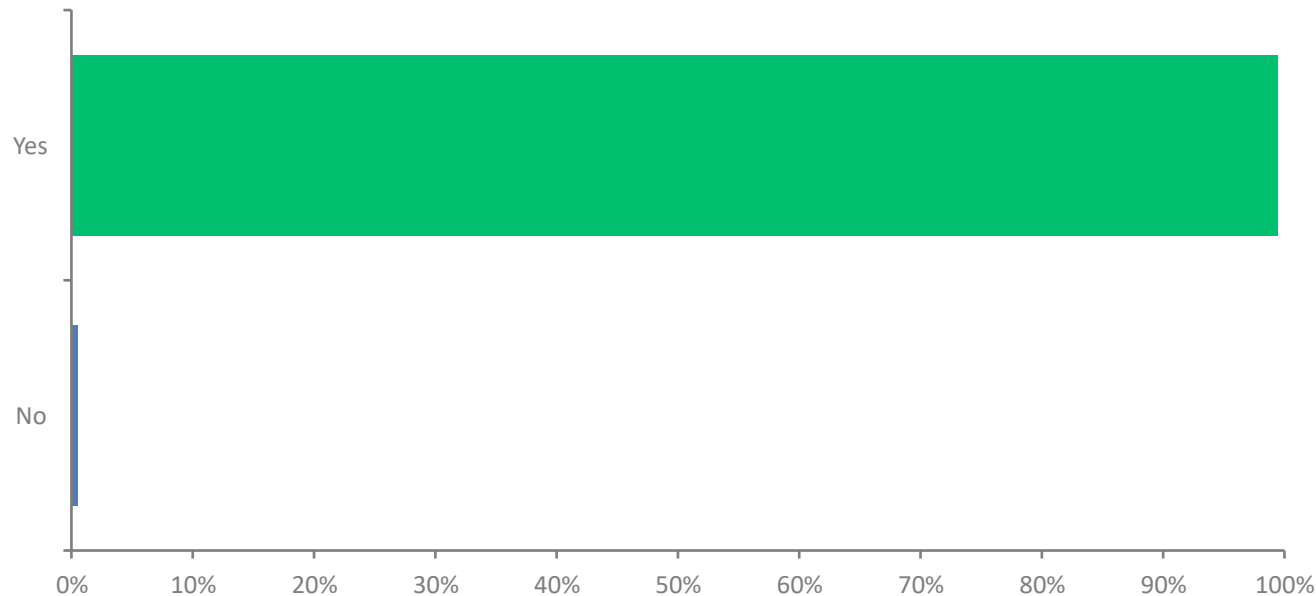
Total Responses

Date Created: Monday, July 14, 2025

Complete Responses: 185

Q3: Are you a full-time/part-time resident and pay taxes in Islamorada?

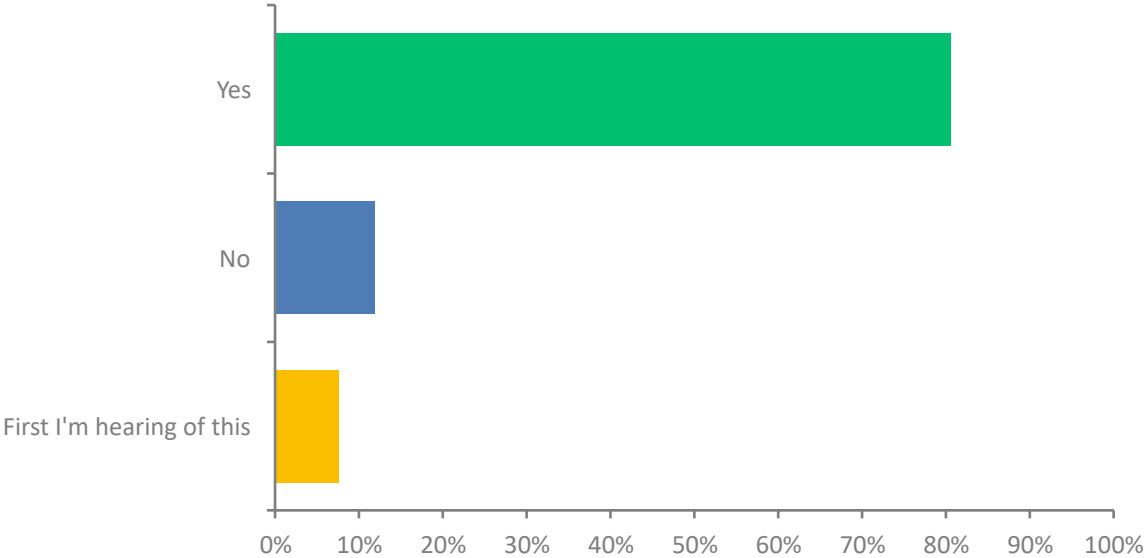
Answered: 185 Skipped: 0



ANSWER CHOICES	RESPONSES
Yes	99.46% 184
No	0.54% 1
TOTAL	185

Q4: Did you have any knowledge of what the School Board wants to do?

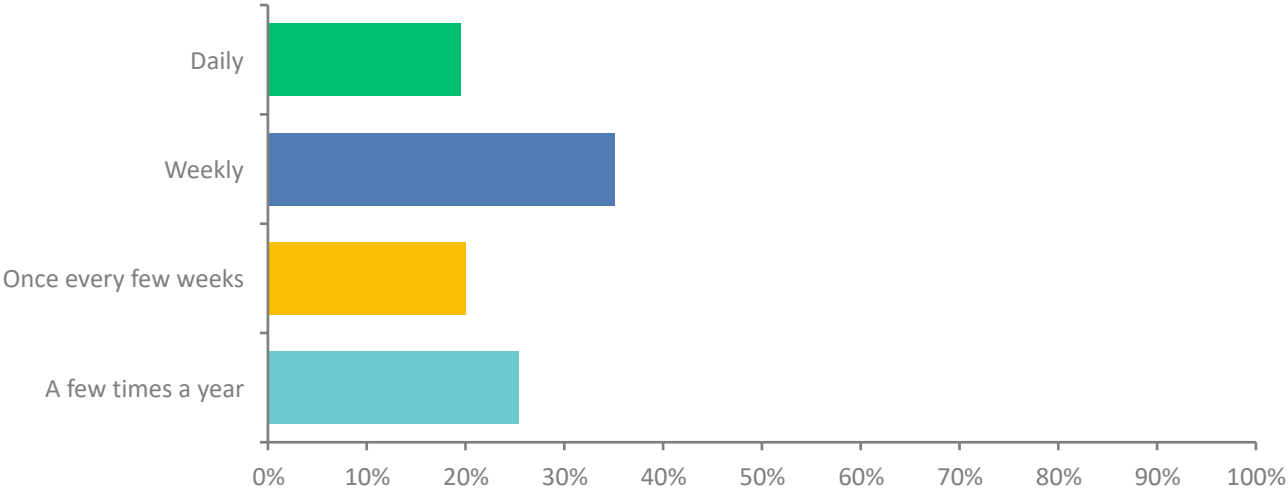
Answered: 185 Skipped: 0



ANSWER CHOICES		RESPONSES
Yes	80.54%	149
No	11.89%	22
First I'm hearing of this	7.57%	14
TOTAL		185

Q5: How often do you and your family use the park?

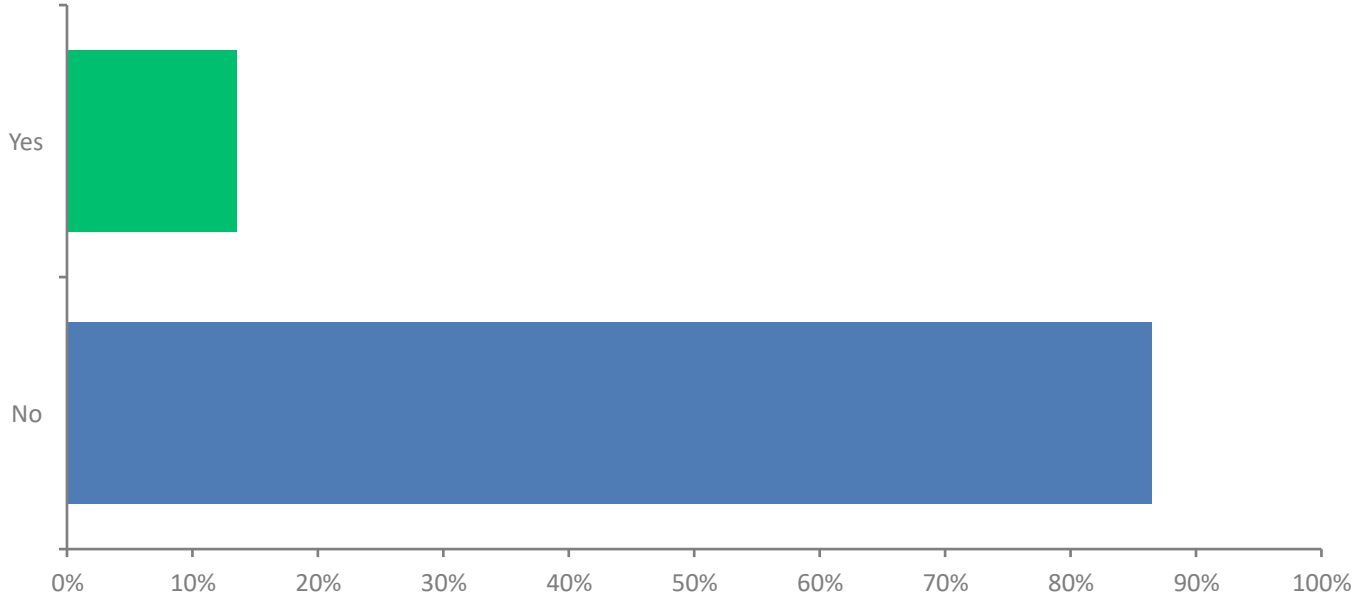
Answered: 185 Skipped: 0



ANSWER CHOICES	RESPONSES	
Daily	19.46%	36
Weekly	35.14%	65
Once every few weeks	20.00%	37
A few times a year	25.41%	47
TOTAL		185

Q6: Do you or your family use the current baseball field?

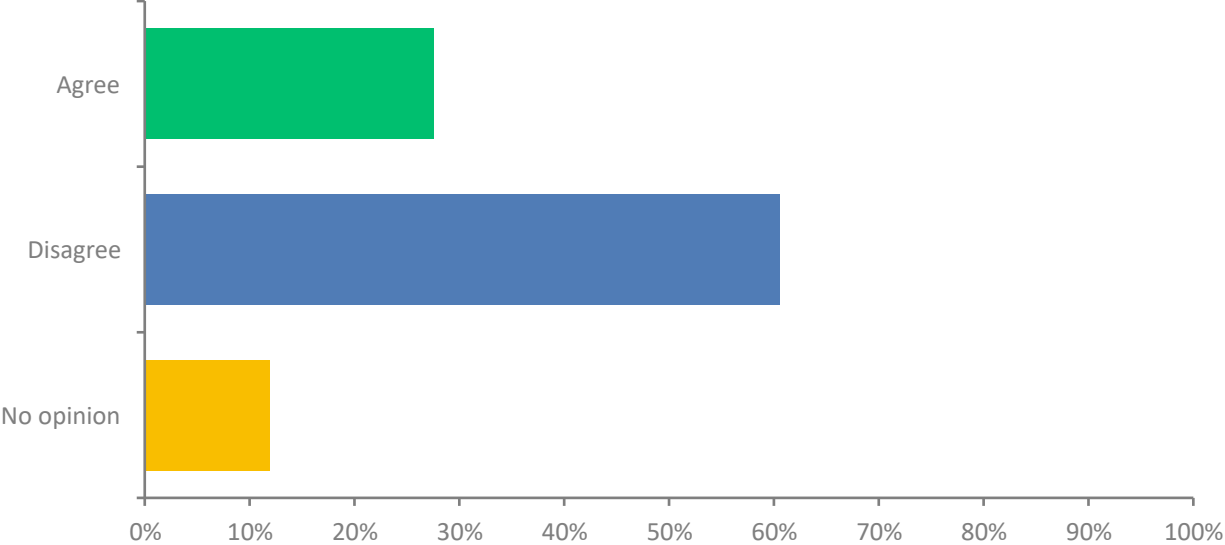
Answered: 185 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	13.51%	25
No	86.49%	160
TOTAL		185

Q7: The School Board wants to replace natural grass with synthetic turf across the baseball field. Do you:

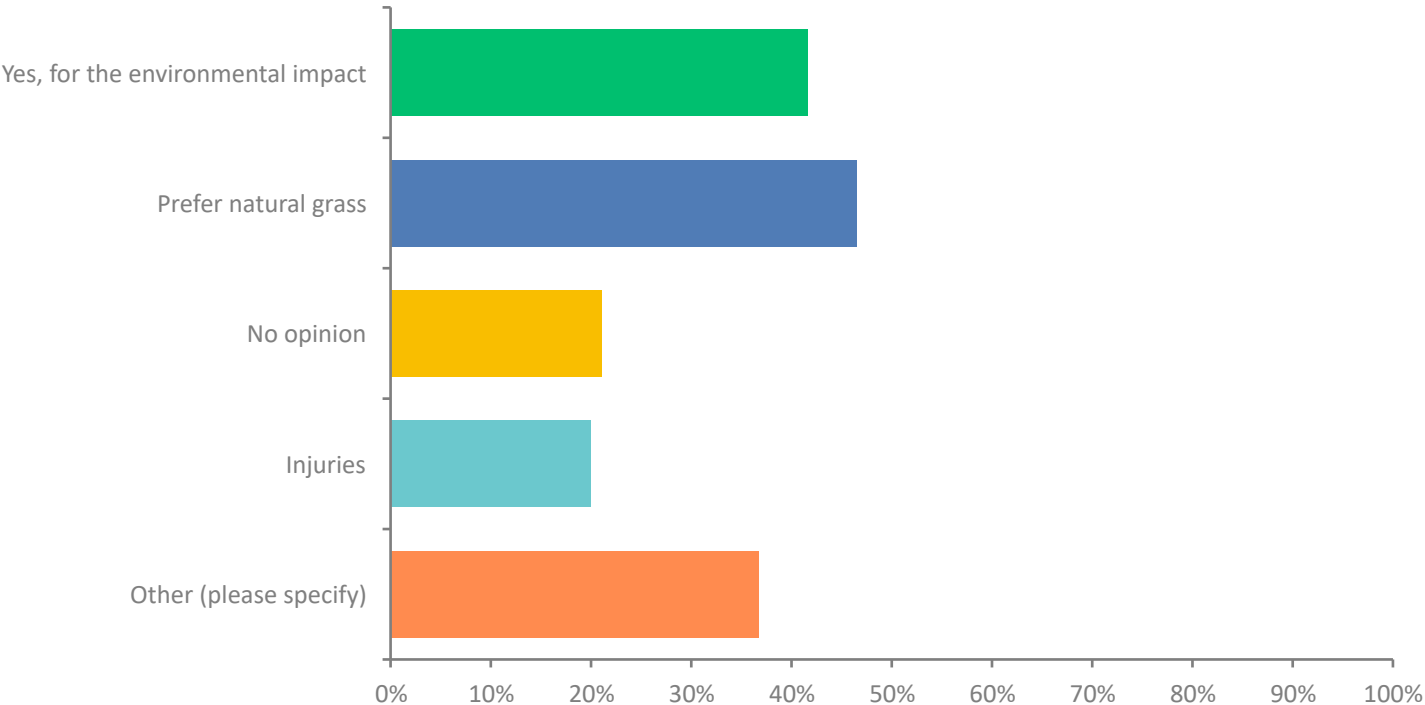
Answered: 185 Skipped: 0



ANSWER CHOICES		RESPONSES	
Agree		27.57%	51
Disagree		60.54%	112
No opinion		11.89%	22
TOTAL			185

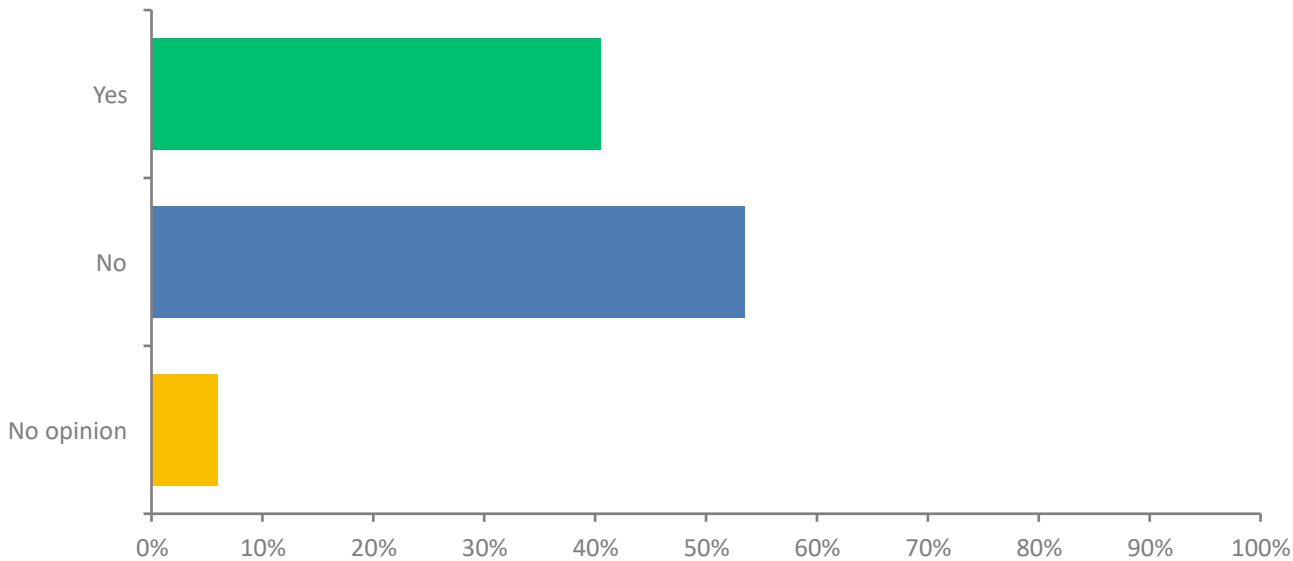
Q8: Do you have any concerns about the effect of synthetic turf? (Select all that apply)

Answered: 185 Skipped: 0



Q9: The plan includes an 800 square-foot two-story building with bathrooms, a concession stand, press box, and storage. Do you support this addition?

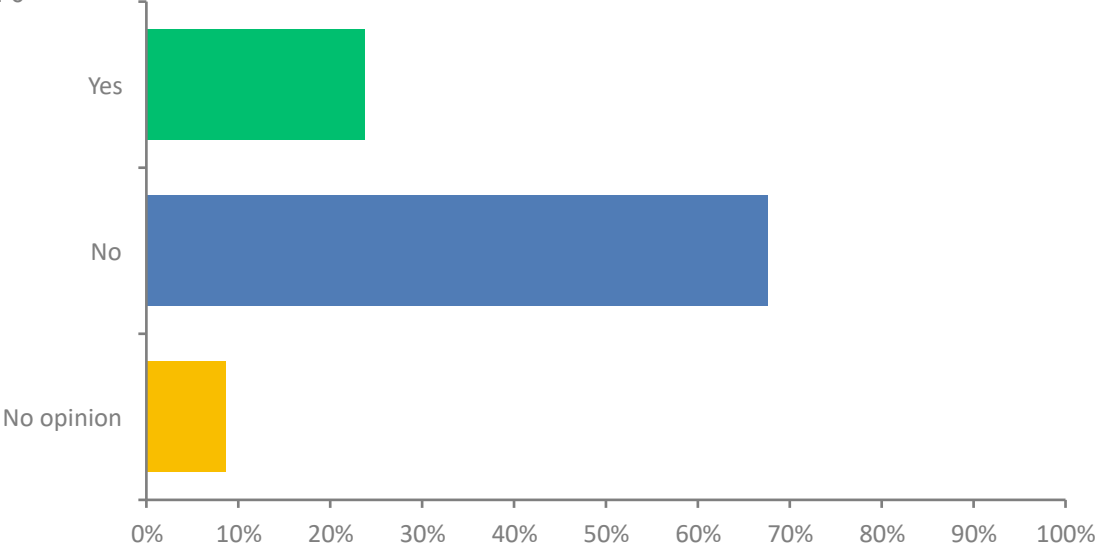
Answered: 185 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	40.54%	75
No	53.51%	99
No opinion	5.95%	11
TOTAL		185

Q10: The plan also includes a 2,200 square-foot multi-use building with locker rooms, a physical therapy room, an umpire facility, bathrooms for athletes and coaches, and an office for the coaches. Do you support this?

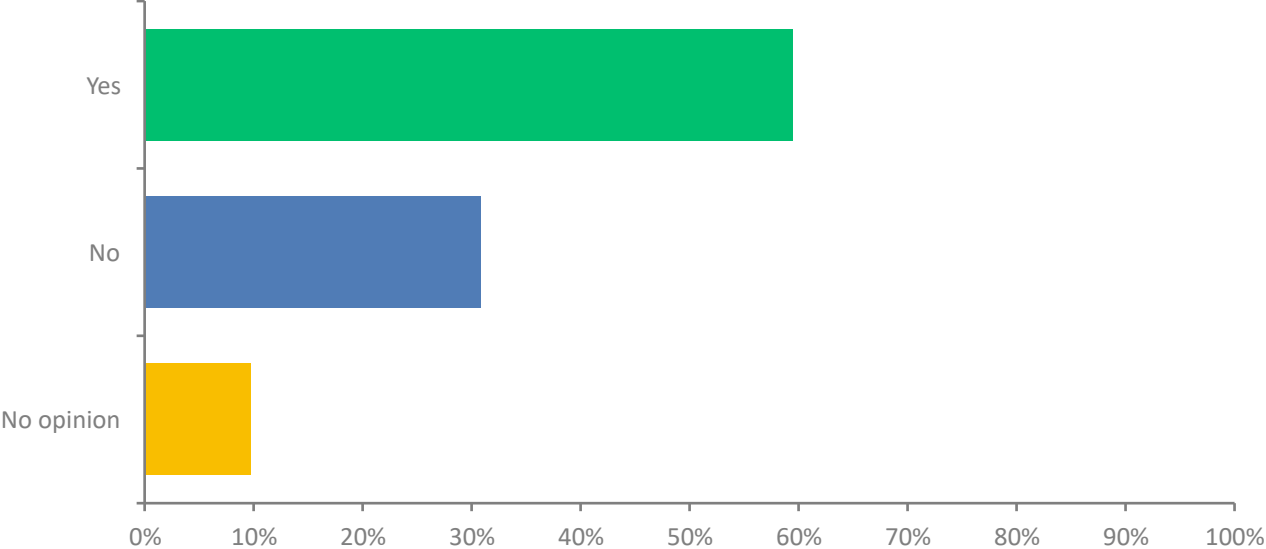
Answered: 185 Skipped: 0



ANSWER CHOICES		RESPONSES
Yes	23.78%	44
No	67.57%	125
No opinion	8.65%	16
TOTAL		185

**Q11: The School Board is open to hosting tournament events at this new facility.
Do you think this impact is too much for our community park?**

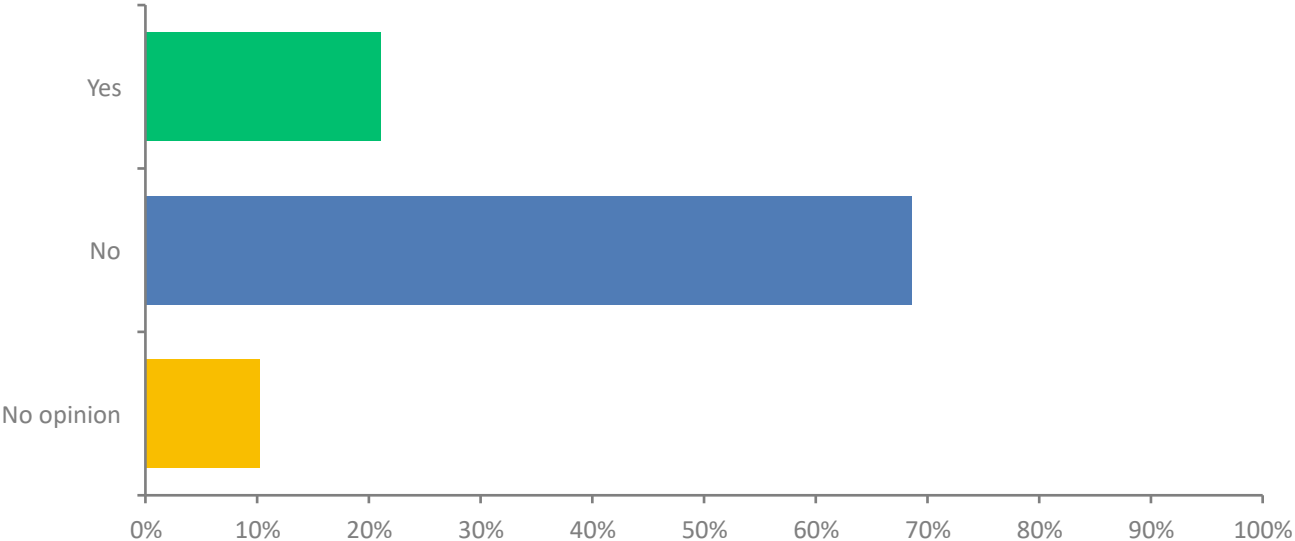
Answered: 185 Skipped: 0



ANSWER CHOICES		RESPONSES	
Yes		59.46%	110
No		30.81%	57
No opinion		9.73%	18
TOTAL			185

Q12: Do you feel we need bleachers that can seat 300 spectators?

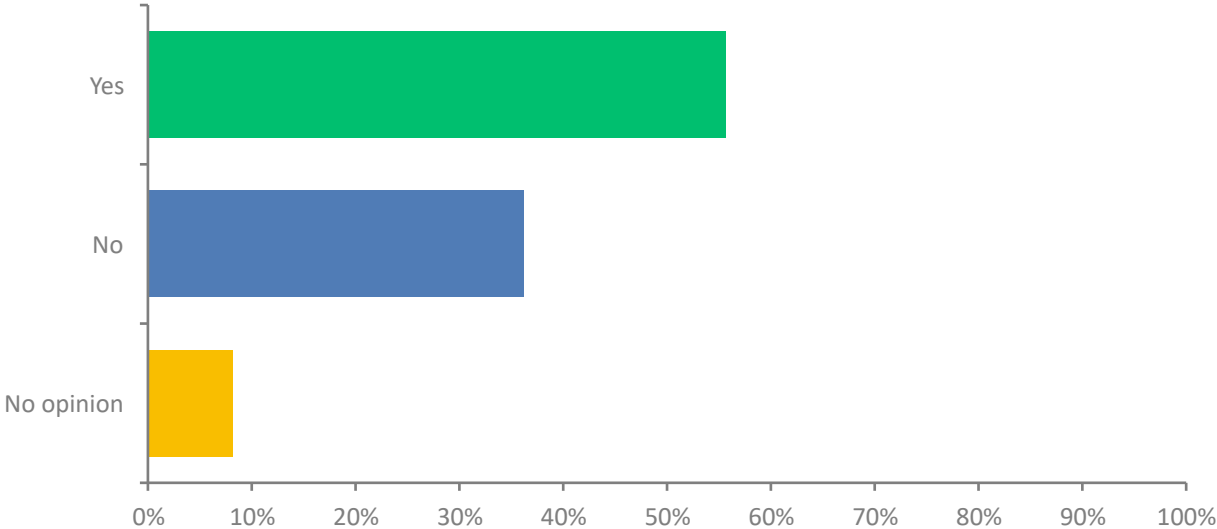
Answered: 185 Skipped: 0



ANSWER CHOICES		RESPONSES	
Yes		21.08%	39
No		68.65%	127
No opinion		10.27%	19
TOTAL			185

Q13: Do you feel parking is already a problem at the park?

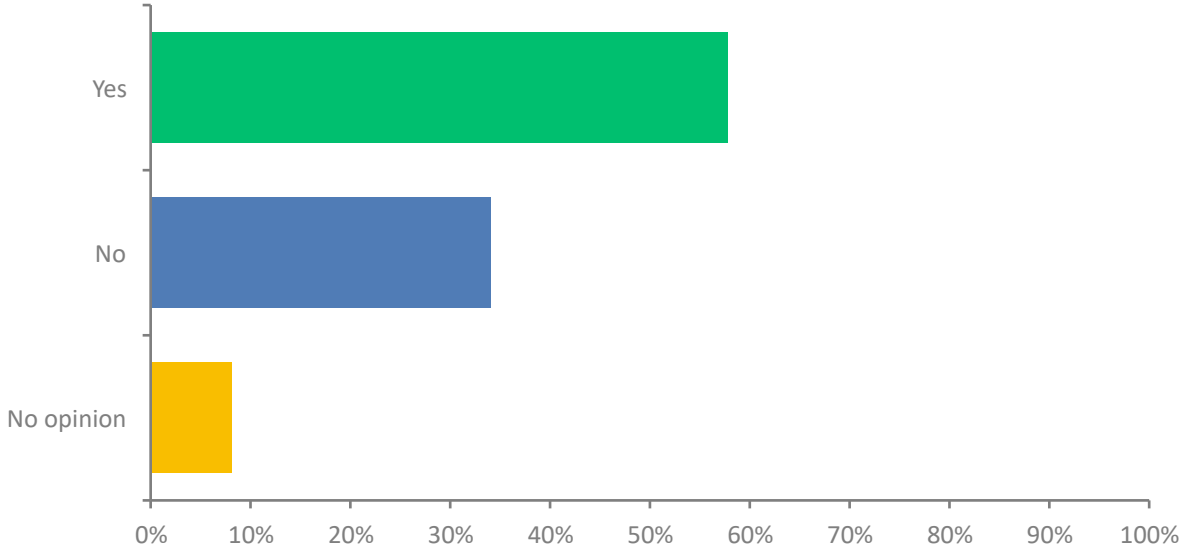
Answered: 185 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	55.68%	103
No	36.22%	67
No opinion	8.11%	15
TOTAL	185	

Q14: Do you think the impact will make it harder to visit our park?

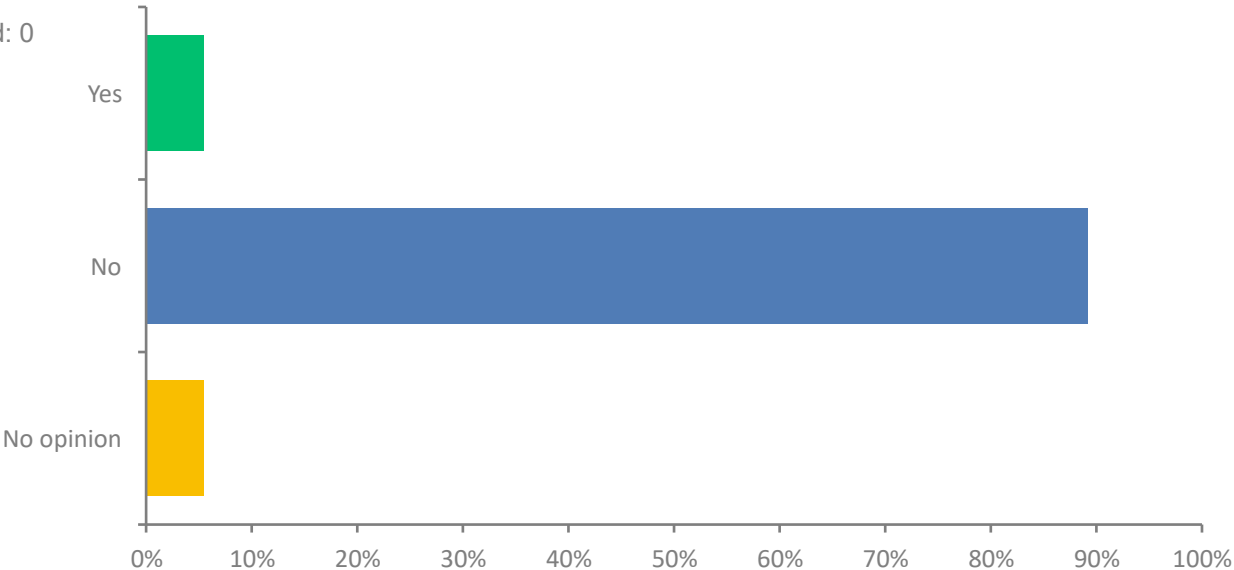
Answered: 185 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	57.84%	107
No	34.05%	63
No opinion	8.11%	15
TOTAL	185	

Q15: The School Board is already over the \$5 million budget. Should the residents of the Village be responsible for any cost to build and/or maintain this venture in the years to come?

Answered: 185 Skipped: 0



ANSWER CHOICES		RESPONSES
Yes	5.41%	10
No	89.19%	165
No opinion	5.41%	10
TOTAL		185

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 recreations 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.

[Remainder of the page intentionally left blank.]

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:

Joseph B. Pinder III

FAEB3A68BD794FF

JOSEPH B. PINDER, MAYOR

ATTEST:

DocuSigned by:

Marne K. McGrath

008BA9A8B2704D5

MARNE MCGRATH, VILLAGE CLERK

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

DocuSigned by:

John J. Quick

302BFAC7FDD417

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 Licensors 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: [Signature]
Suzanne Woltanski, Chair

(SEAL)

Approved as to form and legal sufficiency:

By: Dirk M. Smits
Dirk M. Smits, School Board Attorney

ATTEST:

By: [Signature]
Maria Allen, School Board Secretary
ISLAMORADA, VILLAGE OF ISLANDS

Signed by:
By: Ron Saunders
70DC6F73F08C480...
Ron Saunders, Village Manager
Authorized to Sign Pursuant to Resolution 24-05-39

Attest:

DocuSigned by:
By: Marne K. McGrath
008BA9A9B2704D5...
Marne McGrath
Village Clerk

Approved as to form and legal sufficiency:

Signed by:
By: [Signature]
362BF5AA7FDD417...
John J. Quick, Village Attorney
Weiss Scrota Helfman Cole & Bierman,
P.L.



BASEBALL FIELD LICENSE AGREEMENT

THIS BASEBALL FIELD LICENSE AGREEMENT ("Agreement") dated February __, 2001, is entered into by and between ISLAMORADA, VILLAGE OF ISLANDS, a Florida municipal corporation, whose address is 87000 Overseas Highway, Islamorada, Florida 33036 ("Licensor") and THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA, a _____ of the State of Florida, whose address is 241 Trumbo Road, P.O. Box 1788, Key West, Florida 33041-1788 ("Licensee").

RECITALS

1. Licensor is the owner of fee simple title to the real property as described in Exhibit A attached hereto and made a part hereof (the "Property").
2. Licensee desires to construct and provide to Licensor a baseball field and such other improvements as generally set forth on the conceptual plan attached hereto as Exhibit B and further described herein.
3. Licensor and Licensee desire to enter into this Agreement to set forth their respective rights and obligations regarding the construction and use of the baseball field and related improvements, all subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants of the parties set forth in this Agreement, and other valuable consideration, the sufficiency and receipt of which is acknowledged by the parties, it is hereby agreed by and between the parties hereto as follows:

1. Grant of License and Use.
 - a. License. The Licensor grants to Licensee a revocable for cause license for the construction, operation, and use of the Improvements (as defined below) on the Property as contemplated herein. The parties acknowledge and agree that the license granted hereunder shall be for the benefit of Licensee and its invitees and guests only.
 - b. Use. Licensee agrees to operate the Improvements only for the uses permitted pursuant to this Agreement provided, however, the Licensee shall, subject to the terms of this Agreement, make the Property available to the public, without discrimination, and refrain from imposing or levying excessive, discriminatory or otherwise unreasonable charges or fees for any service it may provide in connection with the Improvements. Licensee shall be permitted to utilize the Improvements for the following uses:

INTERLOCAL AGREEMENT
ATTACHMENT C

(1) Recreational Uses consisting solely of the conduct of Licensee sponsored and sanctioned baseball games and baseball related activities such as practices.

(2) Such other compatible uses as permitted under applicable law for which the Licenser has given its prior written consent, which consent may not be unreasonably withheld.

2. License Fee. For the license granted to Licensee hereunder, Licensee shall pay to Licenser a license fee of TEN AND NO/100 DOLLARS (\$10.00) per year, plus its pro rata share of the costs and expenses of all utilities incurred in connection with the use and operation of the Improvements, as further described below (the "License Fee").

3. Term.

a. Construction Term. The construction term shall commence upon execution of this Agreement, and shall terminate on the date shown in the schedule attached hereto as Exhibit C attached hereto and made a part hereof (the "Construction Term").

b. Initial Use Term. The initial use term of this Agreement shall commence on the date set forth on Exhibit C (the "Commencement Date") and shall terminate on the date set forth on Exhibit C (the "Termination Date") unless sooner terminated pursuant to any provision hereof (the "Initial Use Term").

c. Renewal Options. Provided that Licensee is not in default under the provisions of this Agreement, Licensee shall have the option to extend the Initial Use Term of this Agreement for two (2) separate, consecutive, additional renewal term(s) of ten (10) years each (each, a "Renewal Term"). Licensee shall exercise its option to renew by giving Licenser written notice not less than six (6) or more than twelve (12) months prior to the expiration of the Initial Use Term or the Renewal Term then in effect, as the case may be. If Licensee fails to exercise its options in the time periods or in the manner provided herein, such options shall be deemed to have lapsed and terminated, and shall be of no further force or effect without any action or notice required on the part of Licenser. Within twelve (12) months of the expiration of the Initial Use Term or the Renewal Term then in effect, Licenser shall give Licensee written notice of such expiration date. All of the terms and conditions of this Agreement shall remain in full force and effect during any Renewal Term(s). If Licensee exercises its options as set forth herein, the Termination Date shall be the last day of the Renewal Term then in effect, unless sooner terminated as provided herein. The Initial Use of this Agreement, as extended by any Renewal Term(s), if applicable, shall hereinafter be referred to as the "Term."

d. If either party elects not to renew this Agreement, that party shall give written notice to the other party of its intent to terminate this Agreement upon not less than two (2) years prior written notice prior to the Termination Date.

4. Construction of Improvements.

a. Construction. It is intended that the Improvements (as defined below) will be developed and constructed by Licensee, at its sole cost and expense, as shown on the Plans and Specifications (as defined below) and in accordance with the Schedule for Development (as defined below), recognizing that in said schedule the parties may agree to the development of the Property in multiple phases.

b. Improvements. The improvements to be constructed by Licensee shall consist of (1) a baseball field including underground conduits for future lighting, portable bleachers and dugouts generally in the location as shown on the conceptual plan attached hereto as Exhibit B, (the "Baseball Field") (2) a multi-purpose structure containing public restrooms, team changing rooms, concession areas and storage areas, (the "Building") and (3) all landscaping, fences, parking areas, pavements, fixtures, permanently affixed equipment, facilities (both above ground and below ground), and all other structures or improvements now or hereafter constructed by Licensee in connection with the Baseball Field and Building including all additions, alterations, modifications, renovations, and replacements thereto (collectively, the "Improvements"). Said portable bleachers shall remain the property of Licensee.

c. Approved Plans. Prior to commencement of any construction, the Licensee shall submit to the Licensors for review and approval, "Plans and Specifications" including a site plan for and through all phases of design and construction (e.g., schematic, design development, and construction) with respect to all Improvements for Licensors' written approval which shall not be unreasonably withheld or delayed. The Licensors shall provide its written approval or disapproval (specifying the basis for disapproval and/or comments) to any such Plans and Specifications within thirty (30) calendar days of receipt of request for same. Once the Plans and Specifications receive the written approval of the Licensors, such Plans and Specifications shall be deemed "Approved Plans." The approval by the Licensors of the Plans and Specifications, site plans, designs or other documents submitted to Licensors pursuant to the terms and conditions of this Agreement shall not constitute (a) a representation or warranty that such comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities, it being expressly understood that the responsibility therefore shall at all times remain with Licensee; and (b) the approval of Licensors in its capacity as a governmental authority, it being expressly understood that Licensee is subject to all applicable ordinances, rules, regulations and procedures of Islamorada, Village of Islands, and that Licensee shall have the responsibility, at its sole cost and expense, to obtain all governmental approvals applicable to the development of the Property. The Approved Plans for the Improvements shall be certified by an architect or engineer licensed to practice in the State of Florida and shall consist of: (1) working drawings, (2) technical specifications, (3) schedule for accomplishing improvements, and (4) such other information as may be required by the Licensors. No changes or alterations shall be made to any Approved Plans, without the prior written approval of the Licensors, which approval shall not be unreasonably withheld or delayed.

The Monroe County School District shall own the rights to the approved construction plans, or amended construction plans, as applicable.

d. Schedule for Development of Property. The Licensee hereby agrees that the development of the Property shall be performed and completed in accordance with the "Schedule for Development" attached hereto as Exhibit C and by this reference made a part hereof. The Schedule for Development is intended to provide submission, milestone, and completion dates for various actions relating to the planning, design, engineering and construction of the Improvements. At a minimum the Schedule for Development shall include dates relative to the submission of the Plans and Specifications (and site plan) through all phases of design and construction, commencement of construction, construction milestones, and completion of construction, recognizing that the parties may agree to the development of the Property in multiple phases. The Licensee agrees to complete the required actions by the dates set forth in the Schedule for Development. Time is of the essence with respect to all dates set forth in the Schedule for Development and such dates shall not be altered, modified, or extended without the prior written consent of the Licensor, which consent may not be unreasonably withheld, it being expressly understood by Licensee that the timely development of the Property is material to Licensor's Agreement of the Property to Licensee.

e. Contractor. In accordance with applicable law including competitive bidding requirements, Licensee shall enter into an agreement with a general contractor licensed in the State of Florida (the "Contractor") to construct the Improvements. Licensee shall provide Licensor with written notice of the identity of the Contractor ("Notice of Contractor") no later than sixty (60) days prior to the commencement of construction of the Improvements or any portion thereof. Licensor shall have the right to approve the Contractor, which approval will not be unreasonably withheld or delayed. If Licensor does not approve of the Contractor, Licensor shall give Licensee written notice of its objections to the Contractor within thirty (30) days after its receipt of the Notice of Contractor, and Licensee will thereafter designate an alternate Contractor, subject to Licensor's review and approval, which approval will not be unreasonably withheld or denied.

f. Performance. Licensee shall ensure that Improvements are constructed in a good and workmanlike manner in accordance with the Plans and Specifications.

g. Construction Liens. Licensee must ensure that no construction liens are filed against the Property as a result of the construction of the Improvements. If any liens are filed, Licensee shall promptly pay and discharge the liens or have them transferred to bond within ten (10) days after filing, and shall provide Licensor with proof of the payment or transfer of the liens. Licensee agrees to indemnify Licensor and hold Licensor harmless from and against any damage or loss, including Attorneys' Fees and Costs (defined below), incurred by Licensor as a result of any liens or other claims arising out of or related to work performed by or on behalf of Licensee. Licensor may, at its option, and without notice to Licensee, discharge any liens against the Property by payment, bonding or otherwise, and upon request Licensee will promptly reimburse Licensor for all costs and expenses incurred by Licensor, plus interest thereon at the highest rate permitted by law.

h. Costs of Design and Construction. Licensee shall be responsible for paying all costs, fees, and expenses relating to the design and construction of the Baseball Field, including, but not limited to, engineering fees, architectural fees, labor, materials, cost of bonds, permits and licenses.

i. Standards of Construction. Any and all construction of the Improvements shall be performed in such a manner as to provide that the Improvements shall:

(1) Be structurally sound and safe for human occupancy, and free from any unusual hazards;

(2) Be designed for use for only those purposes permitted herein;

(3) The Improvements to be constructed upon the Property shall be fire resistant to the extent required by the provisions of the local applicable building codes and shall not be used for the manufacture or storage of flammable, explosive or hazardous materials in violation of applicable law;

(4) Comply with the Approved Plans;

(5) Comply with the terms and provisions of this Agreement; and

(6) Comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable governmental authorities.

The Licensor may refuse to grant approval if, in its reasonable opinion, the proposed facilities as shown on such Plans and Specifications will fail to meet the criteria set forth above.

j. Comply with Applicable Law. All Improvements constructed or installed by the Licensee, its agents, or contractors, shall conform to all applicable state, federal, county, and local statutes, ordinances, building codes, fire codes, and rules and regulations, as amended.

k. Consultation. If requested by the Licensor, the Licensee and its architect/engineer and contractor shall meet with the Licensor in periodically scheduled meetings to assess the current status of completion.

l. Improvements. Unless otherwise set forth herein, all Improvements and all fixtures, structures, facilities, pavements and other improvements and any additions and alterations made to the Property by Licensee, or at Licensee's direction, shall be and remain Licensor's property, exclusive of the portable bleachers which shall remain the property of Licensee.

m. As Built. Within one hundred twenty (120) days after the date a Certificate of Occupancy is issued for Improvements constructed by Licensee, the Licensee shall at its expense, provide the Licensor with a complete set of "as built" plans and specifications,

including mylar reproducible "record" drawings, and, if available, one set of machine readable disks containing electronic data in an AUTOCAD format that meets the Licensor's graphic standards of the "as-constructed" or "record" plans for such Improvements. The "as built" plans submitted by Licensee must show the square footage of each Improvement depicted in such plans.

n. Required Governmental Permits and Approvals. Licensee, at its sole cost and expense, shall obtain all required permits and approvals from all governmental agencies having jurisdiction over the Property for any Improvements constructed or to be constructed by Licensee, including but not limited to departments, divisions or offices of the State of Florida, Monroe County, Islamorada, Village of Islands, and the federal government. Licensee shall also pay all impact and concurrency fees associated with its development of the Property.

o. ADA. All Improvements hereafter made to the Property shall be in compliance with the Americans with Disability Act of 1990, as same may be amended from time to time to the extent required by law.

p. Access for Inspection. Licensee, its agents, employees and representatives are granted access to the Property with full right to: (1) inspect the Property; (2) to conduct reasonable tests thereon including, but not limited to, soil borings and hazardous waste studies, and to make such other examinations with respect thereto as Licensee, its counsel, licensed engineers, surveyors or other representatives may deem reasonably necessary. Any test, examinations or inspections of the Property by Licensee and all costs and expenses in connection with Licensee's inspection of the Property shall be at the sole cost of Licensee. Licensee shall remove or bond any lien of any type which attaches to the Property by virtue of any of Licensee's inspections. Licensee hereby indemnifies and holds Licensor harmless from all loss, cost or expense, including, but not limited to, attorneys' fees and court costs resulting from Licensee's inspections in connection with the Property including all loss, cost or expense related to the removal, remediation, and/or disposal of any hazardous substance. If Licensee discovers hazardous substances as a result of its inspection and the Licensee fails to cease its inspection and/or removal, remediation and/or disposal of such hazardous substances during its inspections which results in additional contamination of the Property, then the Licensee shall also be responsible for the removal and/or remediation and/or disposal of the additional hazardous substances which the Licensee releases or spills on the Property after it discovers such hazardous substances located on the Property and which causes additional damage to the Property, but the Licensee is not responsible for the clean up of the remaining hazardous substances which are located on or beneath the Property. Licensee shall have a Phase I environmental assessment performed on the Property prior to the commencement of construction.

q. Governmental Approval Joinder. Licensor agrees to reasonably cooperate with Licensee in seeking the governmental approvals for the Proposed Improvements including the execution of applications (to the extent required by such applicable governmental or quasi-governmental authorities) and other documentation in connection with the governmental approvals; provided, Licensor shall not be required thereto to expend any sums in connection with such assistance (other than its review costs, either in-house or using outside agents or

consultants). Licensor's joinder in such applications and other documentation may be conditioned upon Licensee's agreement to perform Licensor's obligations thereunder, which agreement on the part of Licensee shall survive the expiration or earlier termination of this Agreement until such time as the obligations required by such documents are satisfied or released. If any such documents in which Licensor's joinder is requested contain material financial obligations binding (or which may become binding) upon Licensor, Licensee shall provide further assurances in a form and substance reasonably acceptable to Licensor in order to secure such material financial obligations. If this Agreement is terminated pursuant to this Section, then upon Licensor's request, Licensee shall withdraw all of its pending applications and terminate all agreements which are terminable and/or withdrawable by Licensee, with respect to the governmental approvals. The provisions of this sub-section shall be a surviving obligation which shall survive termination of this Agreement.

5. Construction Contracts, Bonds, Indemnification, And Insurance Requirements For Contractors.

a. **Self-Performance.** Licensee reserves the right to self-perform work in accordance with the requirements set forth in the *State Requirements for Education Facilities*.

b. **Payment and Performance Bond.** The Licensee agrees that before commencing any work or construction, in accordance with applicable law, the Licensee shall maintain, at all times, a valid payment and performance bond, which shall be in (1) an amount not less than the amount covering the full amount of the work then being performed; (2) a form and substance acceptable to the Licensor; and (3) compliance with the requirements of Chapter 255, Florida Statutes. Licensee shall comply with the requirements of Chapter 255, Florida Statutes with respect bonds of contractors constructing public buildings.

c. **Contractor Indemnity.** The Licensee, in its general construction contract, shall require the general contractor to indemnify and hold the Licensor harmless from and against any and all loss, damage, cost, or expense, including, but not limited to, Attorneys' Fees and Costs through all trial and appellate levels with respect to personal injury and/or property damage caused by the general contractor, its subcontractors, agents and employees in connection with performing such work and/or any other of its obligations under the applicable contract.

d. **Comprehensive General Liability Insurance.** The Licensee, in its general construction contract, shall require the general contractor performing any improvements to provide, pay for and maintain in force, during the time such work is being performed, comprehensive general liability insurance with limits of (i) \$1,000,000 (with respect to work costing up to \$2,000,000), (ii) \$1,000,000 with a \$2,000,000 umbrella with respect to work between \$2,000,000 and \$5,000,000, and (iii) \$1,000,000 with a \$5,000,000 umbrella with respect to work in excess of \$5,000,000; all on a per occurrence combined single limit for bodily injury liability and property damage liability.

e. Insurance Requirements for Construction Contracts.

(1) Licensee agrees to include the following insurance language in any agreement it enters into with the general contractor performing work for Licensee and Licensee further agrees to provide to Licensors, prior to commencement of the improvements with respect to such contract, certificates of insurance evidencing the contractor's compliance with the requirements of this Section:

(i) Without limiting any of the other obligations or liabilities of general contractor or Licensee, the general contractor shall provide, pay for, and maintain in force until all of its work to be performed has been completed, the insurance coverages set forth herein.

A. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.

B. Comprehensive General Liability as provided in Section 8(c) above.

C. Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

D. The Licensors shall be expressly included as an additional insured as its interest may appear.

E. Builder's Risk Insurance for the construction of above ground buildings and/or structures. The coverage shall be "All Risk" form for one hundred percent (100%) percent of the completed value, including Licensors as a named insured, with a deductible of not more than Twenty Five Thousand Dollars (\$25,000.00) for each claim.

(ii) If the initial insurance expires prior to the completion of the work, renewal certificates of insurance shall be furnished to the Licensors thirty (30) calendar days prior to the previous certification's expiration.

(iii) The policy(ies) must be endorsed to provide Licensors with thirty (30) calendar days prior written notice of modification, cancellation or restriction.

f. With respect to the insurance to be obtained, the Licensee shall provide to Licensors not less than ten (10) calendar days prior to commencement of construction of the Improvements or any portion thereof, certificates of such applicable insurance evidencing the insurance coverage as specified above. The required certificates of insurance shall not only name

the types of coverage provided, but also shall refer specifically to this Agreement with the type of insurance which is being furnished, and shall state that such insurance is as required by such sections of this Agreement. If the initial insurance expires prior to the completion of the improvements, renewal certificates of insurance shall be furnished thirty (30) calendar days prior to the date of their expiration. Insurance shall not be canceled, modified, or restricted, without thirty (30) calendar days prior written notice to Licensor, and must be endorsed to provide the same.

g. Requirements During the Term. The foregoing requirements set forth in this Section shall be applicable for any construction undertaken by Licensor during the Term of this Agreement.

6. Compliance with Governmental Procedures.

a. Comply with Governmental Requirements. Licensee shall comply with all applicable federal, state, county, and municipal laws, ordinances, resolutions and governmental rules, regulations and orders including the Americans with Disability Act as may be in effect now or at any time during the Term of this Agreement, all as may be amended, which are applicable to Licensee, the Property, or the operations conducted at the Property. A violation of any of such laws, ordinances, resolutions, rules, regulations or orders, as amended, not cured within the applicable cure period shall constitute a material breach of this Agreement, and in such event Licensor shall be entitled to exercise any and all rights and remedies hereunder and at law and in equity. The obligation of the Licensee to comply with governmental requirements is provided herein for the purpose of assuring proper safeguards for the protection of persons and property on the Property. Such provision is not to be construed as a submission by the Licensor to the application to itself of such requirements or any of them.

(b) Entry. The Licensee agrees to the extent required by applicable law, to permit reasonable entry, inspection, and testing, upon reasonable advance notice during business hours (unless an emergency exists), by inspectors of any federal, state, county and/or municipal agency having jurisdiction under any law, rule, regulation, or order, applicable to the Property or the operations at the Property. This right of entry, inspection and testing shall impose no duty on the Licensor to take any such action and shall impart no liability on the Licensor should it not take any such action.

7. Maintenance and Operation of Improvements. Licensee, at its sole cost and expense, shall be responsible for maintaining the Improvements each year during the Term of this Agreement, including any Renewal Period, from January 15th through May 31st and consistent with the schedule of use attached as Exhibit D. During the remaining portion of each year during the Term of this Agreement, including any Renewal Period, Licensor, at its sole cost and expense, shall be responsible for maintaining and operating the Improvements. Maintenance of the Improvements shall include, but is not limited to, the following: grass cutting, landscaping; repair and replacement of lighting fixtures, and all other maintenance, repair or replacement activities which are required to keep the Improvements in first class condition. Utility consumption costs for the period described in this paragraph shall be paid by Licensee. In the event that either party fails to pay its respective share of costs and expenses

associated with this Agreement, the other party shall have the right to (1) seek payment through available avenues set forth herein; or (2) declare this Agreement null and void and immediately terminate this Agreement by giving thirty (30) days written notice.

8. Utilities. Licensee, at its sole cost and expense, shall be responsible for arranging for the necessary utilities, including water, sewer and electrical service, to the Improvements.

9. Insurance Requirements for both Licensee and Licensors.

a. Casualty Insurance. Licensee and Licensors shall each, during the Term of this Agreement, insure and keep insured to the extent of not less than 100% of the insurable replacement value thereof, the Improvements including all buildings, structures, fixtures and attached equipment on the Property against such hazards and risks as may now or in the future be included under the Standard Form of Fire and Extended Coverage insurance policy of the State of Florida with a deductible not to exceed Twenty Five Thousand Dollars (\$25,000.00).

b. Comprehensive General Liability Insurance to protect against bodily injury liability and property damage in an aggregate amount of not less than One Million Dollars (\$1,000,000.00) per incident. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: Property and/or Operations, Independent Contractors and Broad Form Contractual Coverage covering all liability arising out of the terms of this Agreement.

c. Business Automobile Liability Insurance in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) per occurrence combined single limit, for bodily injury and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: Owned, Non-owned and Hired vehicles.

d. Workers' Compensation and Employer's Liability Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include: Employers' Liability compliant with the statutory limit.

e. Certificates. Licensee and Licensors shall each furnish to the other party certificates of insurance or endorsements evidencing the insurance coverages specified by this Section upon execution of this Agreement provided the coverage set forth in Section 9(a) shall not be required until obtaining the Certificate of Occupancy for the Improvements to be insured. The required certificates of insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement.

f. Cancellation. Coverage is not to cease and is to remain in force (subject to cancellation notice) throughout the Term of this Agreement and until all performance required hereunder is completed. If any of the insurance coverages will expire prior to the termination of this Agreement, copies of renewal policies shall be furnished to the Licensee or Licensors, as applicable, at least sixty (60) calendar days' prior to the date of their expiration.

g. Deficiencies. When such policies or certificates have been delivered by Licensee or Licensors as aforesaid and at anytime thereafter, one party may notify the other in writing that, in the reasonable opinion of the notifying party, the insurance represented thereby does not conform with the requirements of this Section either because the amount or because the insurance company or for any other reason does not comply, and the party notified shall have thirty (30) calendar days to cure such defect to the extent required pursuant to this Agreement.

h. Continued Obligations. Compliance with the foregoing requirements shall not relieve either party of its liability and obligations under any other provision of this Agreement.

i. All insurance coverages set forth herein shall be through either self-insurance, commercial insurance, or a combination of both self-insurance and commercial insurance.

10. Damage or Destruction of Property. For the time periods described in paragraph 7 for which the Licensee is responsible for maintenance, the Licensee shall also be responsible for, and bound by, the following:

a. Removal of Debris. If the Improvements located on the Property or any part thereof shall be damaged by fire, the elements, or other casualty, Licensee shall promptly remove, or cause to be promptly removed, all debris resulting from such damage from the Property, and Licensee shall promptly take such actions and cause such repairs to be made to the Property as will place the Property in a neat and orderly condition and as are necessary for the safety of persons entering upon the Property. To the extent, if any, that the removal of debris under such circumstances is covered by Licensee's insurance, the proceeds thereof shall be paid to Licensee for such purpose.

b. Minor Damage. If Improvements located on the Property or any part thereof shall be damaged by fire, the elements, or other casualty but not rendered unusable, then Licensee shall cause the Improvements and Property to be repaired and restored with due diligence to the condition they were in prior to such casualty generally in accordance with the Approved Plans, by and at the expense of Licensee and, if such damage is covered by Licensee's insurance, the proceeds thereof shall be made available to Licensee for that purpose.

c. Major Damage to or Destruction of the Property. If Improvements located on the Property (including the public areas) or any part thereof shall be destroyed or so damaged by fire, the elements, or other casualty as to render the Property unusable, then:

(1) Licensee shall with due diligence make the necessary repairs or replacements for the restoration thereof to the condition existing prior to such casualty generally in accordance with the Approved Plans and it shall do so with reasonable dispatch and, if such destruction or damage was covered by insurance, the proceeds thereof shall be adjusted with and paid to Licensee for that purpose.

(2) To the extent Licensor is entitled to approve the Plans and Specifications with respect to the initial construction thereof, such restoration work shall be made pursuant to Plans and Specifications that have received the prior approval of the Licensor and all such work shall comply with the terms and provisions of this Agreement.

11. Termination. This Agreement may be terminated by either party by giving written notice to the other party, which termination shall be effective two (2) years from the date of such notice. In the event of any such termination by Licensor, Licensee shall have no further rights under this Agreement and shall cease forthwith all operations upon the Property and shall pay in full all charges then due and owing, through the date of termination. The parties mutually agree that upon the termination of this Agreement, the title to all tangible property included or associated with the recreational facility shall be in the name of the Licensor, unless such tangible property is completely removed from the Property by the Licensee, at Licensee's sole cost and expense. Provided, however, that if this Agreement is terminated by the Licensor prior to its normal expiration date, Licensee shall be given an opportunity to remove its tangible property within thirty (30) days of the termination of this Agreement.

12. Attorney's Fees and Costs. In this Agreement, all references to Attorney's Fees and Costs shall include all reasonable fees charged by an attorney for its services and the services of any paralegals, legal assistants or law clerks, including, but not limited to, fees charged for representation at the trial level, at all appellate levels, and in any bankruptcy proceeding, together with all costs incurred. The parties agree that in the event of any mediation or court proceeding for the enforcement, defense, or interpretation of either party's rights under this Agreement, each party will bear its own Attorneys Fees and Costs.

13. Counterparts. This Agreement may be signed in two or more counterparts, each of which constitutes the agreement of the parties and each of which will be treated as an original.

14. Entire Agreement. This Agreement sets forth the entire agreement between Licensor and Licensee with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

15. Gender. In this Agreement, the masculine includes the feminine and neuter, the singular includes the plural, and the plural includes the singular as the context requires.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

17. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

18. 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 telephone facsimile transmission with an original copy of the transmission mailed via regular mail, to Licensee or Licensors at the following addresses:

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

With a copy to: Weiss Serota Helfman Pastoriza & Guedes, P.A.
2665 South Bayshore Drive, Suite 420
Miami, Florida 33133
Attention: Steven W. Zelkowitz
Telephone: 305-854-0800
Facsimile: 305-854-2323

If to Licensee: The School Board of Monroe County, Florida
241 Trumbo Road, P.O. Box 1788
Key West, Florida 33041-1788
Attention: _____
Telephone: (305) 293-1400
Facsimile: (305) 293-1408

With a copy to:

Attention: _____
Telephone: () _____
Facsimile: () _____

Notice is 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.

19. 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.

20. Successors and Assigns. The covenants, conditions and agreements contained in this Agreement will inure to the benefit of and be binding upon the successors and assigns of Licensor and Licensee.

21. Waiver. No express or implied consent or waiver by a party to or of any breach or default by the other party in the performance by such other party of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such other party hereunder. Failure by a party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues will not constitute a waiver by such party of its rights hereunder. The giving of consent by a party in any one instance will not limit or waive the necessity to obtain such party's consent in any future instance.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been executed by their duly authorized representatives as of the date first set forth above.

Witnesses:

Print Name: _____

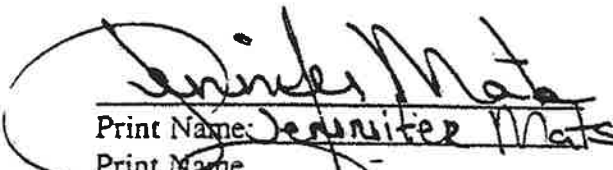
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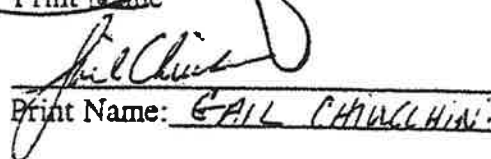
LICENSEE:

THE SCHOOL BOARD OF MONROE
COUNTY, FLORIDA

By: _____
Print Name: _____
Title: _____

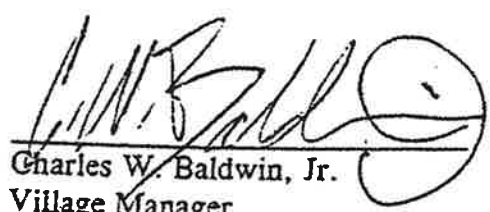
Witnesses:


Print Name: Jennifer Mats
Print Name: _____


Print Name: GAIL CHURCHILL

LICENSOR:

VILLAGE OF ISLAMORADA, a Florida
municipal corporation

By: 
Name: Charles W. Baldwin, Jr.
Title: Village Manager

Attest:



Approved as to legal form
and sufficiency

By: 
Weiss Serota-Helfman
Pastoriza & Guedes, P.A.
Village Attorney

[Acknowledgments on following page]

7

Village Of Islamorada & Monroe County School District

LICENSE AGREEMENT

EXHIBIT D

Following is a description of the Monroe County School District's use schedule for the baseball field at Founders Park, Islamorada, Florida. The baseball season described below is as prescribed by the Florida High School Athletic Association.

3rd Monday in January to the 1st week of May. (16 weeks)
Tournaments may last until the last week of May. (3 weeks)
Practice and games occur during the five days of the week.
The field will be needed from 2:30 p.m. till dark on weekdays.
No weekend use required.

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list

Village of Islamorada / Monroe County School District
 Founders Park Baseball Field Interlocal Agreement

Attachment D

Adjusted Value of the Recreational Facility/Tangible Property
 Located at Founders Park, Village of Islamorada

Total Cost of Improvements, tangible property constructed, installed
 or placed by the Monroe County School District:

Adjusted Value at end of the first year:	(95% of total cost)	\$	596,875
Adjusted Value at end of the 2nd year:	(90% of total cost)	\$	567,031
Adjusted Value at end of the 3rd year:	(85% of total cost)	\$	537,188
Adjusted Value at end of the 4th year:	(80% of total cost)	\$	507,344
Adjusted Value at end of the 5th year:	(75% of total cost)	\$	477,500
Adjusted Value at end of the 6th year:	(70% of total cost)	\$	447,656
Adjusted Value at end of the 7th year:	(65% of total cost)	\$	417,813
Adjusted Value at end of the 8th year:	(60% of total cost)	\$	387,969
Adjusted Value at end of the 9th year:	(55% of total cost)	\$	358,125
Adjusted Value at end of the 10th year:	(50% of total cost)	\$	328,281
Adjusted Value at end of the 11th year:	(45% of total cost)	\$	298,438
Adjusted Value at end of the 12th year:	(40% of total cost)	\$	268,594
Adjusted Value at end of the 13th year:	(35% of total cost)	\$	238,750
Adjusted Value at end of the 14th year:	(30% of total cost)	\$	208,906
Adjusted Value at end of the 15th year:	(25% of total cost)	\$	179,063
Adjusted Value at end of the 16th year:	(20% of total cost)	\$	149,219
Adjusted Value at end of the 17th year:	(15% of total cost)	\$	119,375
Adjusted Value at end of the 18th year:	(10% of total cost)	\$	89,531
Adjusted Value at end of the 19th year:	(5% of total cost)	\$	59,688
Adjusted Value at end of the 20th year:	(0% of total cost)	\$	29,844

Estimated Cost for a Baseball Field at Founders Park, Islamorada, Florida

Item	Cost
Fill	121,500.00
Topsoil	99,375.00
Irrigation	22,000.00
Sod	50,000.00
Clay	18,000.00
Fencing	23,000.00
Lighting conduit	6,500.00
Flagpole	1,000.00
P.A.	3,000.00
Bleachers	2,200.00
Bases	300.00
	346,875.00
Clubhouse	250,000.00
	596,875.00



FOUNDERS PARK

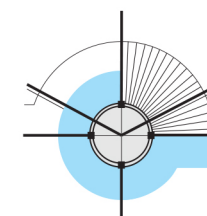
MONROE COUNTY SCHOOLS X VILLAGE OF ISLAMORADA
DESIGN REVIEW | AUGUST 2025

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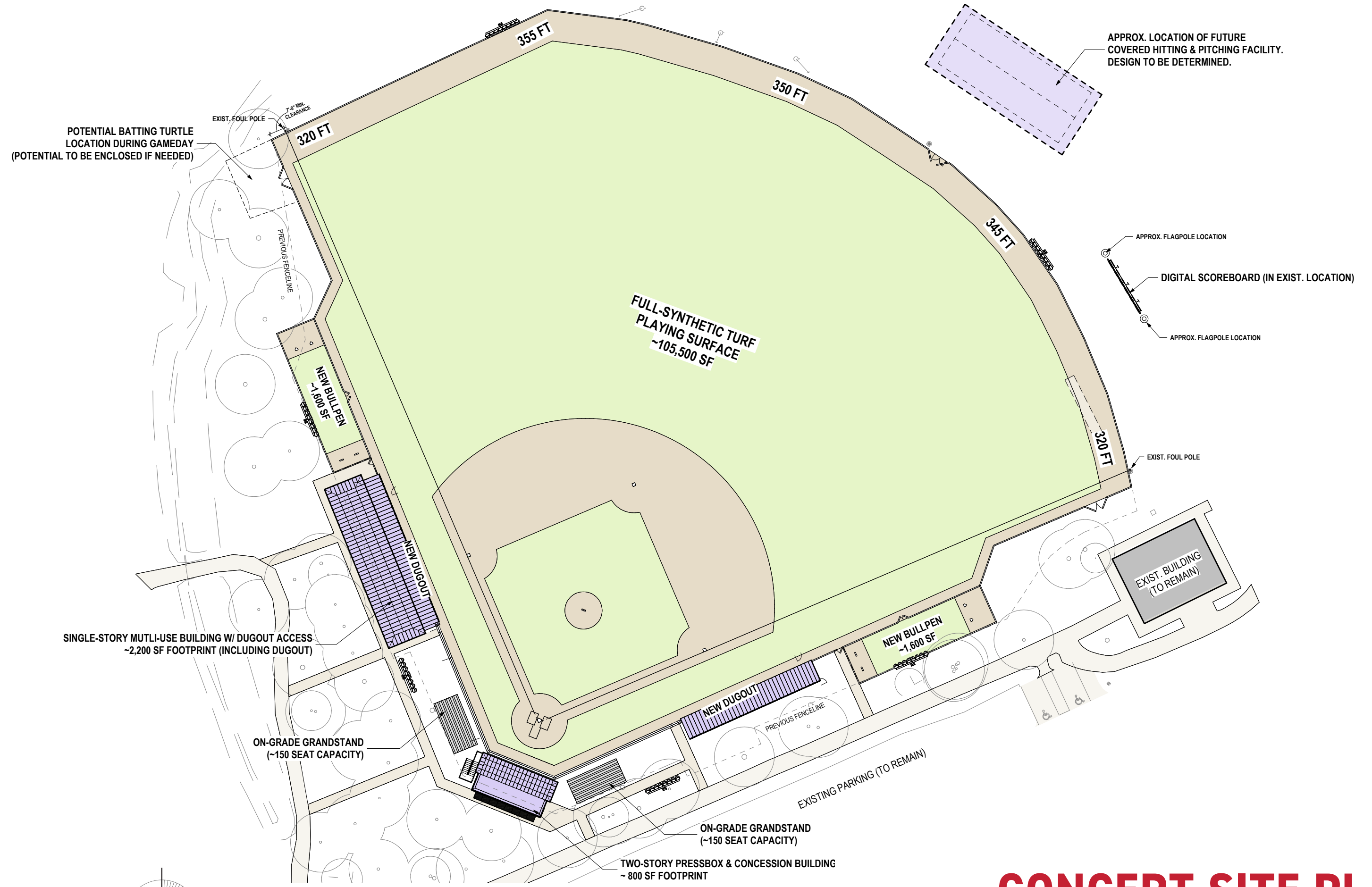


WILLIAM P. HORN ARCHITECT, PA.

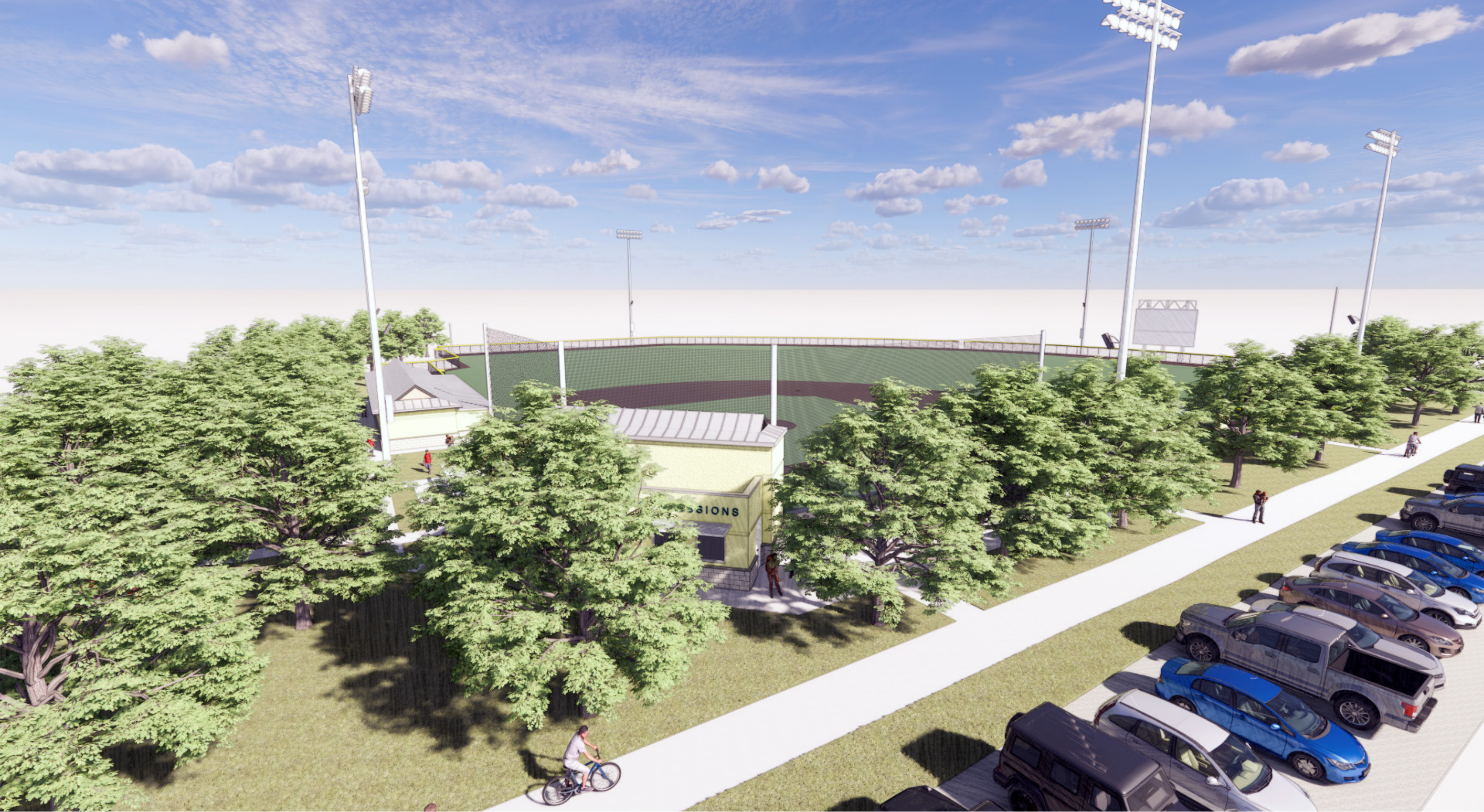
www.wphornarchitect.com

Lic. #0003040

915 Eaton Street
Key West, Florida 33040
Phone: 305-296-8302

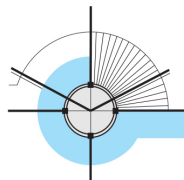


CONCEPT SITE PLAN



AERIAL VIEW: SOUTH CORNER CONCEPT IMAGERY

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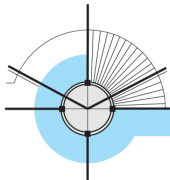
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Founders Park Renovations | Monroe County School District x Village of Islamorada | August 2025



PERSPECTIVE VIEW: SOUTH CORNER
CONCEPT IMAGERY

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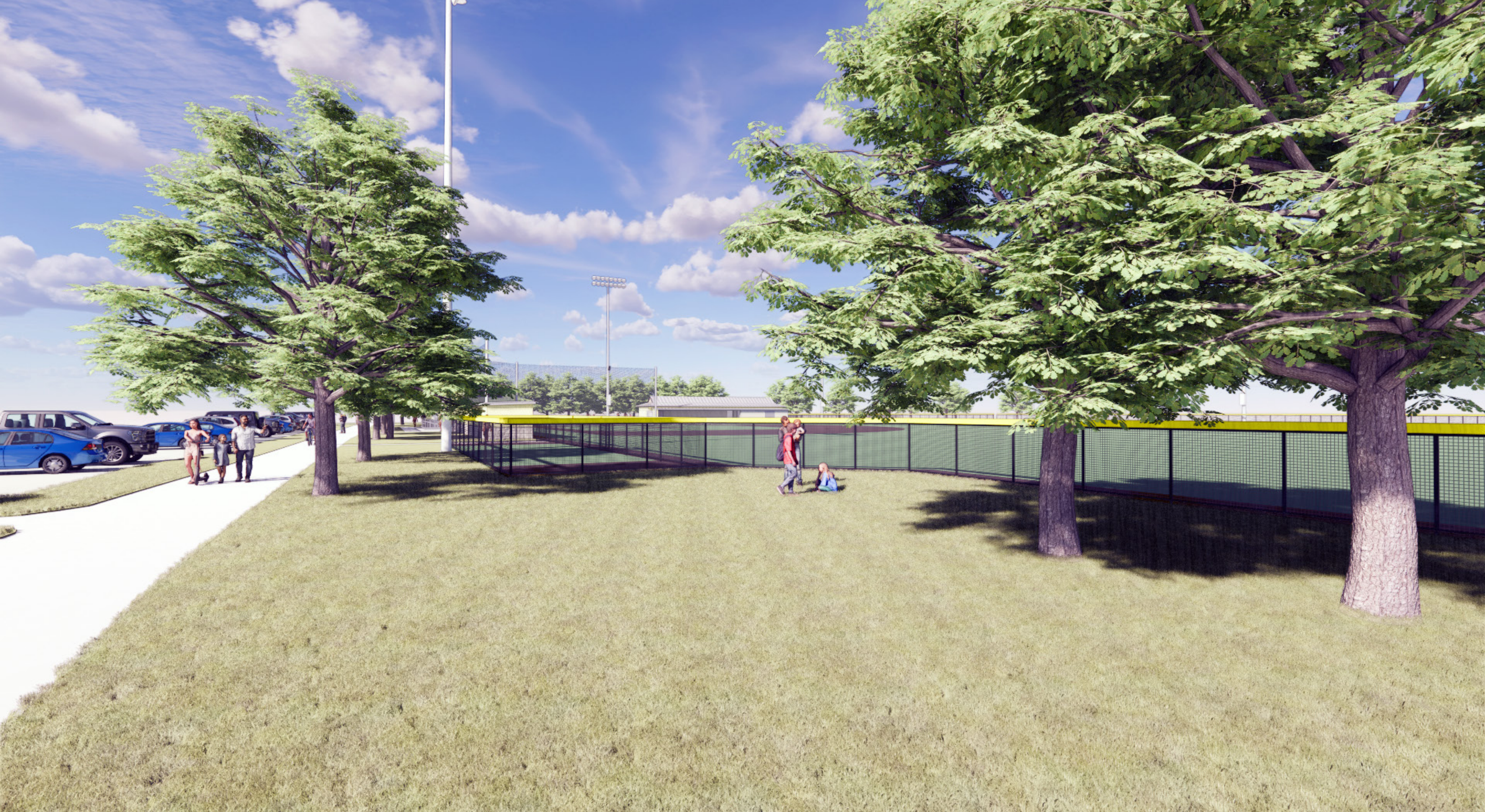


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www.wphornarchitect.com
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915 Eaton Street
Key West, Florida 33040
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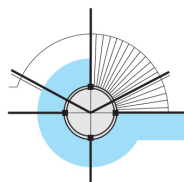
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PERSPECTIVE VIEW: FIRST BASE LINE CONCEPT IMAGERY

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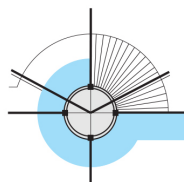
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PERSPECTIVE VIEW: PARKING BEHIND FIRST BASE DUGOUT CONCEPT IMAGERY

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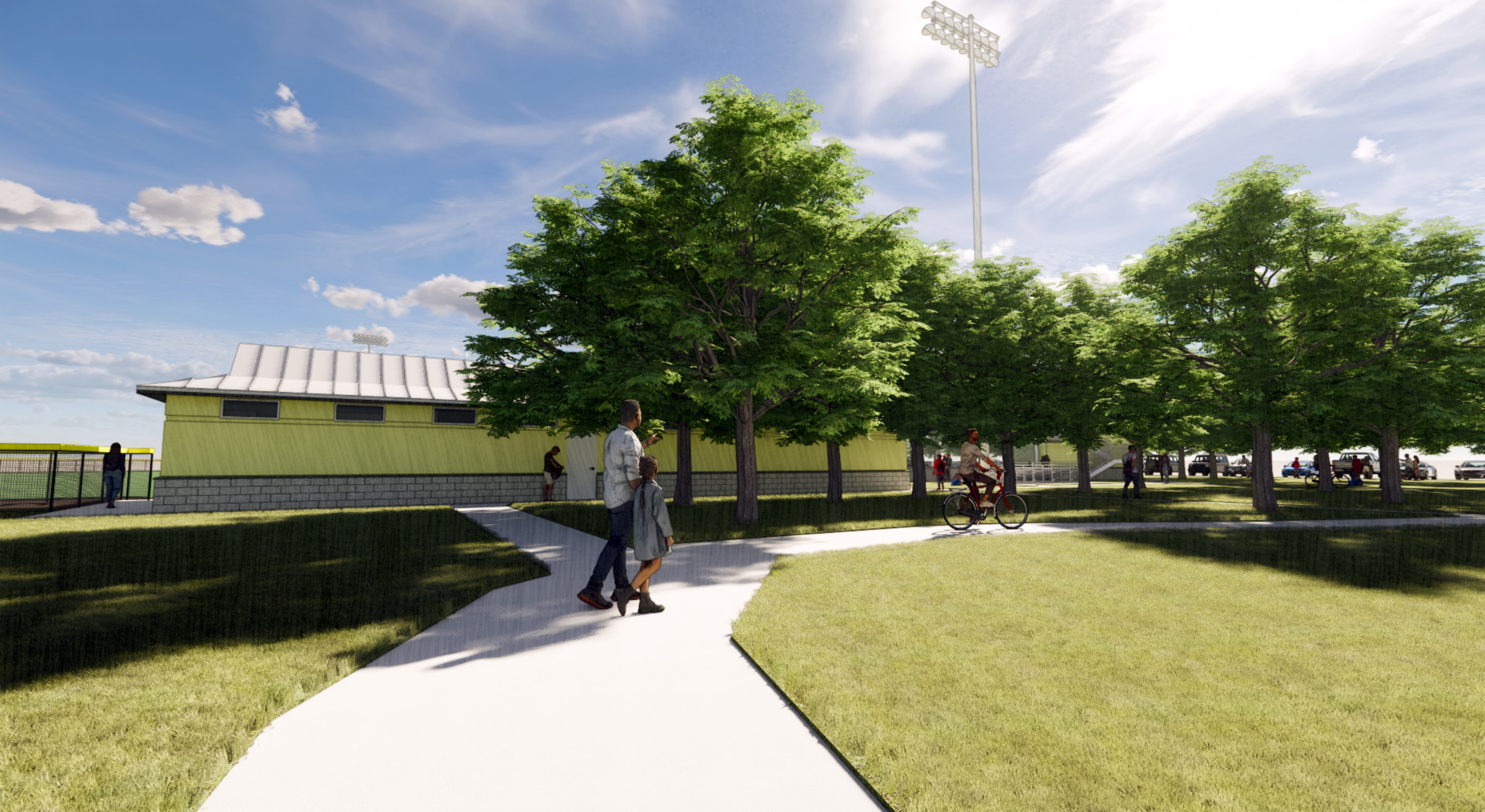
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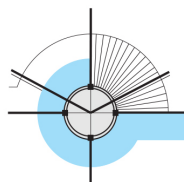
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PERSPECTIVE VIEW: THIRD BASE LINE CONCEPT IMAGERY

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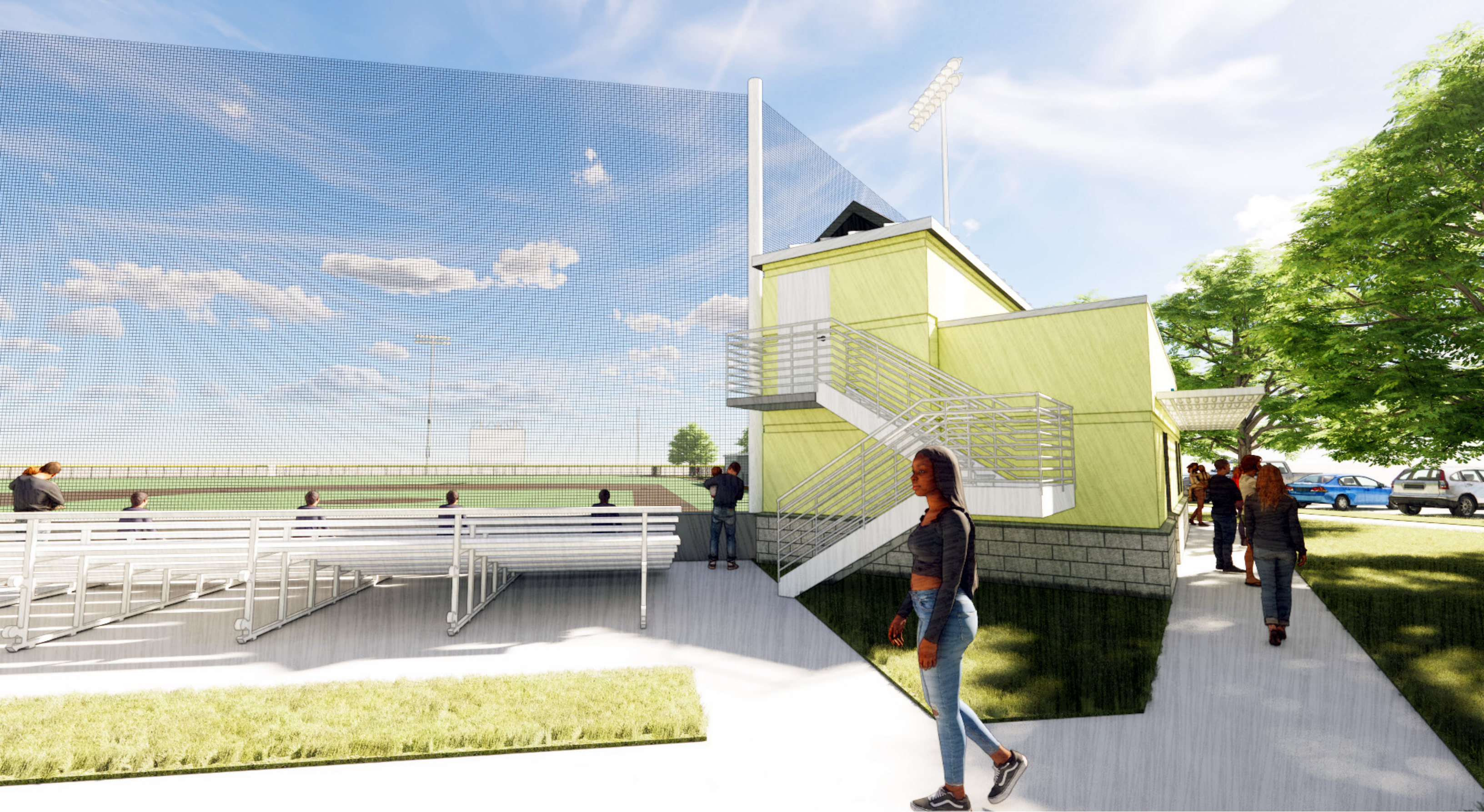
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Key West, Florida 33040
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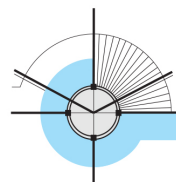
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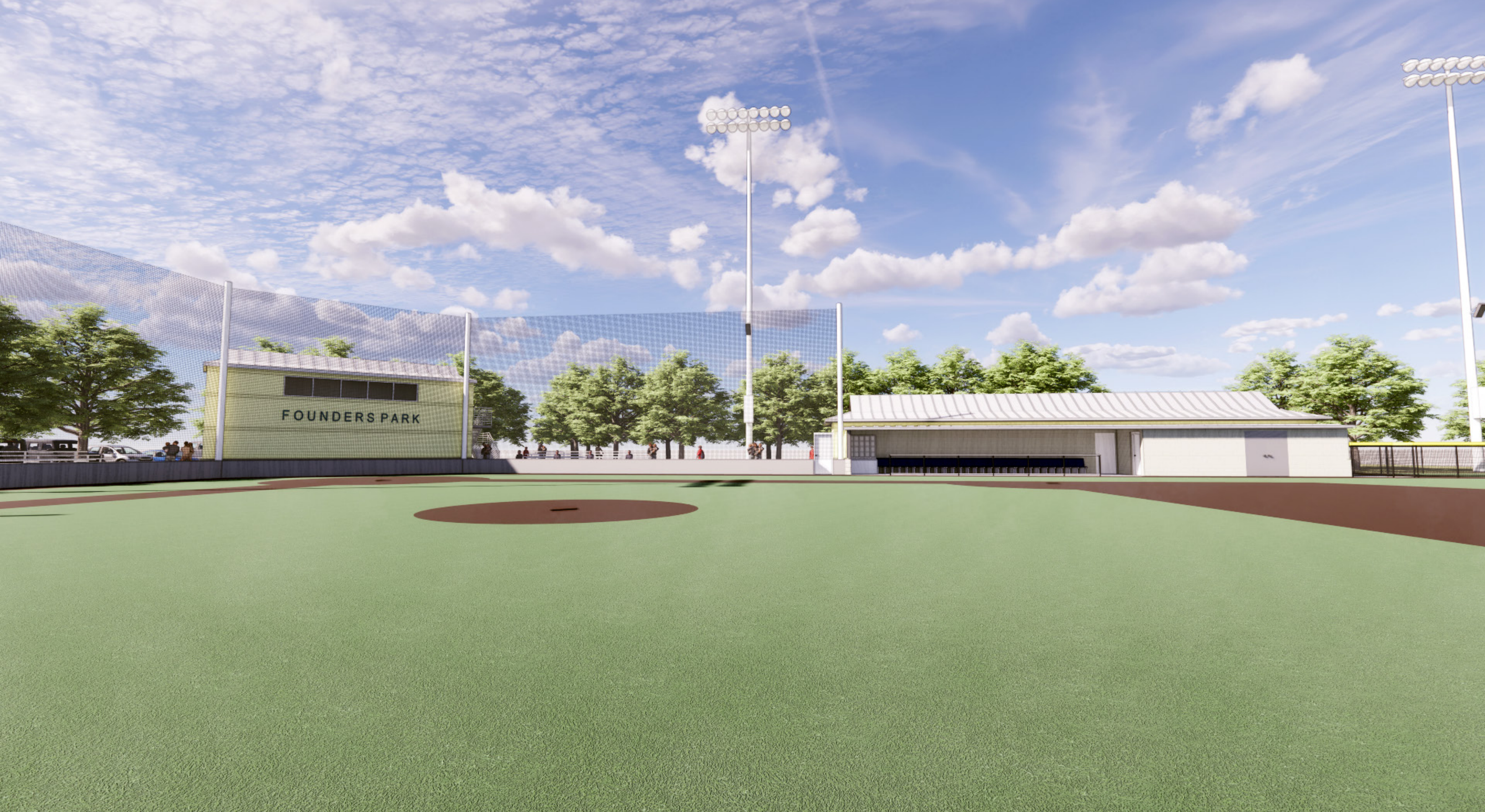
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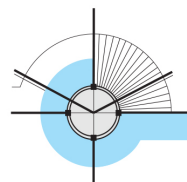
PERSPECTIVE VIEW: FAN BLEACHERS & CONCESSION
CONCEPT IMAGERY





PERSPECTIVE VIEW: FIELD LEVEL CONCEPT IMAGERY

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