Islamorada, Village of Islands
REGULAR VILLAGE COUNCIL MEETING

October 20, 2025 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

Virtual participation is available to the public. Please see the last page of the agenda for participation details.

AGENDA

I. CALL TO ORDER / ROLL CALL

II. AGENDA ITEMS

- **A.** Review of Preliminary Design Site Plan for Founders Park Baseball Field Approved by Monroe County School Board on October 7, 2025
- **B.** Review of Proposed Baseball Field License and Use Agreements

III. PRESENTATIONS

- **A.** Marco Schiavon, PhD-Assistant Professor at Fort Lauderdale Research & Education Center
- **B.** Wes Allen, Regional Sales Manager for Florida AstroTurf

IV. PUBLIC COMMENT

This is general public comment. It provides an opportunity for the public to speak about matters that are pertinent to the Village but not scheduled elsewhere on the agenda. The mayor opens public comment on agenda items throughout the meeting.)

V. 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

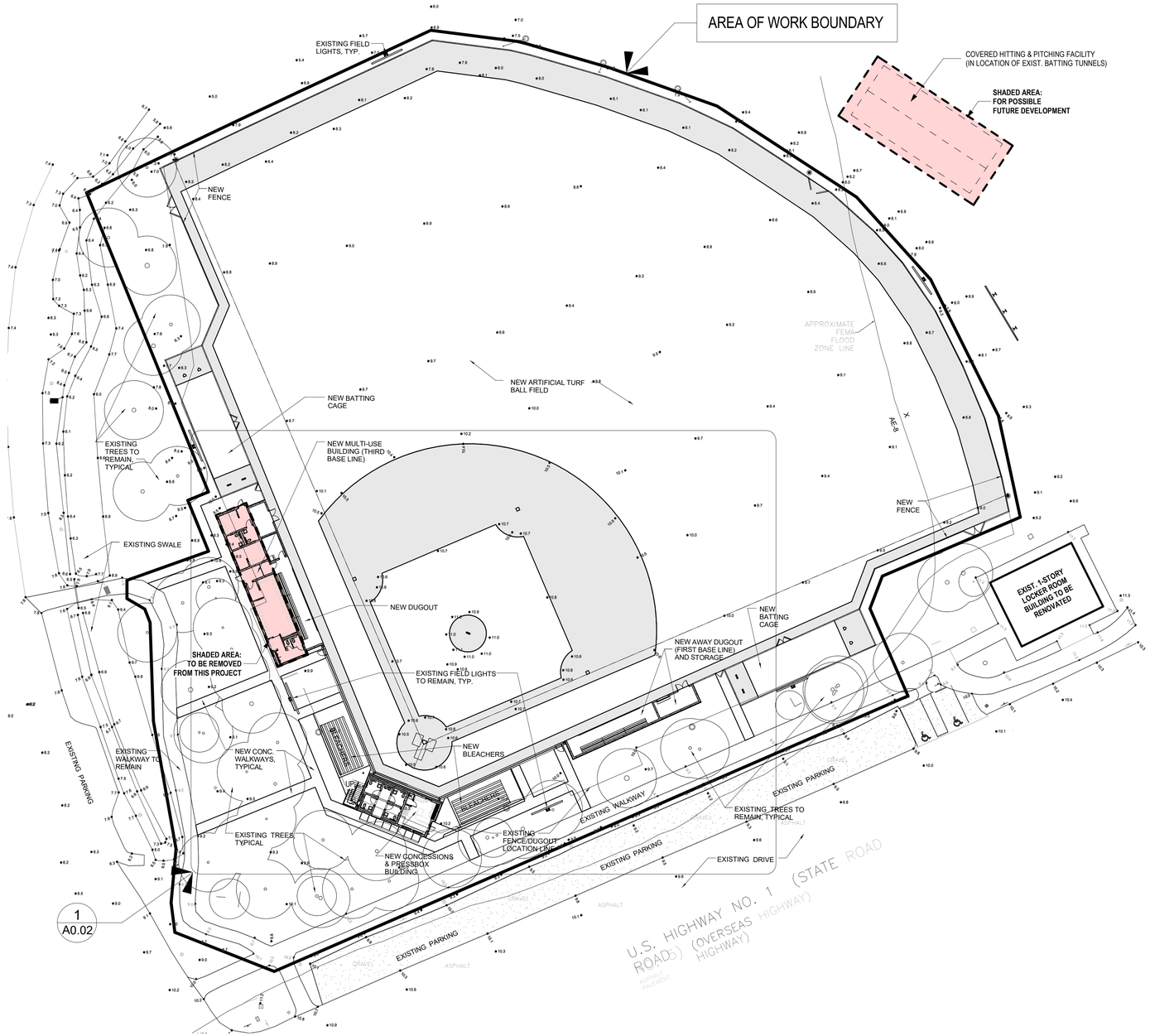
Public Participation through Public Comment:
The public may provide public comment on items of a general nature or items specific to the agenda. Below are the guidelines for submitting public comments:

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.



1 A0.01 **FOUNDERS PARK BASEBALL FIELD - ARCHITECTURAL SITE PLAN**
1" = 30'-0"

GENERAL CONSTRUCTION NOTES

A. ALL DIMENSIONS THAT ARE +/- OR ± (PLUS OR MINUS) ARE TO BE DETERMINED EXACTLY BY FIELD MEASUREMENT.
B. ALL DIMENSIONS AND EXISTING CONDITIONS SHALL BE VERIFIED IN THE FIELD BEFORE PROCEEDING WITH THE WORK. ARCHITECT SHALL BE NOTIFIED OF ANY DISCREPANCIES.
C. ALL DIMENSIONS HAVE PREFERENCE OVER SCALE, DO NOT SCALE DRAWINGS.
D. LARGE SCALE DETAILS, GOVERN OVER SMALL SCALE DETAILS.
E. IF CONTRACTOR SHOULD DISCOVER ANY UNFORSEEN PROBLEMS DURING THE REMOVAL OF ANY EXISTING CONSTRUCTION OR THE CONSTRUCTION OF ANY NEW WORK, THE ARCHITECT SHOULD BE NOTIFIED IMMEDIATELY AND THAT PARTICULAR WORK SHOULD BE DISCONTINUED UNTIL NECESSARY REVISIONS CAN BE DECIDED UPON.
F. ALL DOORS IN METAL STUD PARTITIONS TO BE LOCATED WITH OUTSIDE EDGE OF THE FRAME 4" FROM PERPENDICULAR WALL. ALL MASONRY OPENINGS CREATED FOR NEW DOORS TO BE LOCATED 8" FROM PERPENDICULAR WALL. TYPICAL UNLESS NOTED OTHERWISE.
G. ALL INTERIOR WALLS GO TO ROOF DECK, UNLESS NOTED OTHERWISE.
H. WHEN INFILLING AN OPENING WITHIN A MASONRY WALL, TOOTH-IN MASONRY TO MATCH EXISTING COURSING, UNLESS NOTED OTHERWISE.
I. ALL INTERIOR DIMENSIONS ARE TO FACE OF SHEATHING AND/OR FACE OF INTERIOR MASONRY, UNLESS NOTED OTHERWISE.
J. COORDINATE FINAL PARTITION LOCATIONS WITH FURRING AT STRUCTURAL ELEMENTS.
K. COORDINATE INTERIOR CONCRETE SLAB ON GRADE CONTROL JOINT PATTERN AT ALL HARD-TILED SURFACE AREAS WITH ARCHITECT.
L. ALL EXTERIOR DIMENSIONS ARE TO FACE OF FOUNDATION, FACE OF EXTERIOR SHEATHING, AND/OR FACE OF EXTERIOR MASONRY.

SITE DATA

LAND USE: R (RECREATION)

FUTURE LAND USE: RO (RECREATION AND OPEN SPACE)

SITE AREA: 149,425 S.F. (3.43 ACRES) (LIMIT OF WORK AREA)

FLOOD ZONE: AE +8.0' NGVD 1929

HEIGHT: ALLOWED = 35'-0"
EXISTING = 10'-0"±
PROPOSED = 24'-0"±

SETBACKS:

NEW BUILDINGS ARE NOT WITHIN REQUIRED SETBACKS

MAXIMUM F.A.R. AREA: (ENCLOSED SPACE)

ALLOWED: 0.15 F.A.R. MAX.
EXISTING: 0.00 F.A.R.
PROPOSED: 0.02 F.A.R.

IMPERVIOUS AREA:

EXISTING: 5,896.0 S.F. (3.94%)
PROPOSED: 15,655.2 S.F. (10.47%)

LANDSCAPE AREA:

EXISTING: 143,529 S.F. (96.0%)
PROPOSED: 133,769.8 S.F. (89.5%)

PARKING: NO CHANGE TO EXISTING

BLEACHERS:

EXISTING BLEACHER COUNT: 190 SEATS
PROPOSED BLEACHER COUNT: 300 SEATS
(NEEDED MORE BLEACHER SPACE SO PEOPLE DO NOT HAVE TO STAND OR BRING THERE OWN SEATS)

BUILDING DATA

	ENCLOSED	COVERED	STAIR
MULTIUSE BLDG./ DUGOUT (3RD. BASE)			
FIRST FLOOR:	1,716 S.F.		452 S.F.
SECOND FLOOR:	------		
CONCESSION/RESTROOM/ PRESSBOX BLDG.			
FIRST FLOOR:	678 S.F	208 S.F.	71 S.F.
(CONCESSION SPACE=340 S.F.)			
SECOND FLOOR:	421 S.F.		
AWAY DUGOUT/ STORAGE			
FIRST FLOOR:	240 S.F.	503 S.F.	
SECOND FLOOR:	------		
TOTAL:	3,055 S.F.	4,183 S.F.	71 S.F.

MSA SPORT
CINCINNATI | COLUMBUS
msaarch.com | 855.241.5666

WILLIAM P. HORN ARCHITECT, PA.
www.wphornarchitect.com
Lic. #0003040
915 Eaton Street
Key West, Florida 33040
Phone: 305-296-8302

PRELIMINARY
NOT FOR CONSTRUCTION

FOUNDERS PARK BASEBALL FIELD RENOVATIONS
MONROE COUNTY SCHOOL DISTRICT
87000 OVERSEAS HWY, ISLAMORADA, FL 33036

This drawing and the design concepts represented, as instruments of service, are the sole property of MICHAEL SCHUSTER ASSOCIATES INC., and may not be used, reproduced, or copied in whole or part, for any purpose without the written authorization of MICHAEL SCHUSTER ASSOCIATES INC.
Copyright Michael Schuster Associates Inc.
MSA DESIGN All Rights Reserved
MSA SPORT is a division of **MSA** DESIGN

NO.	DATE	ISSUED / REVISION
	09/18/2025	100% DD SET

PROJECT NO. **25148.00**

DRAWING TITLE:
PROPOSED
PROJECT SITE PLAN

A0.01

9/30/2025 4:25:20 PM Autodesk Docs://Islamorada Founder's Park - Baseball Field Renovation/25148.00_Founders Park Renovations_V24.rvt

BASEBALL FIELD LICENSE AGREEMENT

THIS BASEBALL FIELD LICENSE AGREEMENT ("Agreement") dated _____, 2025, is entered into by and between ISLAMORADA, VILLAGE OF ISLANDS, a Florida municipal corporation, ("Licensor") and THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA, a political subdivision of the State of Florida, ("Licensee").

RECITALS

1. Licensor is the owner of fee simple title to the real property known as Founders Park located at 87000 Overseas Highway, Islamorada, Florida (the "Property").

2. Licensee desires to provide to Licensor renovations to the baseball field and such other improvements as generally set forth in the Interlocal Agreement.

3. Licensor and Licensee have entered into an Interlocal Agreement with respect to infrastructure improvements to the Founders Park baseball field on the Property. The Interlocal Agreement has been recorded with the Monroe County Clerk of County as an official record.

4. Licensor and Licensee desire to enter into this Agreement to set forth their respective rights and obligations regarding the reconstruction and use of the baseball field and construction of 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:

l. **Grant of License and Use.**

a. License. The Licensor grants to Licensee a revocable for cause license for the construction, renovation, 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 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:

(1) Recreational Uses consisting solely of the conduct of Licensee sponsored and sanctioned baseball games and baseball related activities such as practices, as well as other practical uses of the Improvements by the Licensee. The parties shall execute a separate Use Agreement setting forth the schedule and type of use of the Improvements. Licensee shall not sub-license the use of the Improvements or Property to a third party without the prior written consent of the Licensor.

(2) Such other compatible uses by the Licensee as permitted under applicable law for which the Licensor 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 Licensor 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. Initial Use Term. The initial use term of this Agreement shall commence on _____ (the "Commencement Date") and shall terminate [twenty years from commencement]_____ (the "Termination Date") unless sooner terminated pursuant to any provision hereof (the "Initial Use Term"), provided, however, if the Interlocal Agreement is terminated this Agreement shall also terminate on such date.

b. 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 Licensor written notice not less than twelve (12) months and not more than twenty-four (24) 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 Licensor. 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”.

c. If the Licensee elects not to renew this Agreement, it shall give written notice to the Licensor of its intent to terminate this Agreement upon not less than two (2) years prior written notice or the Termination Date.

4. **Construction and Renovation of Improvements.**

a. Construction/Renovation. It is intended that the Improvements (as defined below) will be constructed or renovated 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 renovation 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, bleachers and dugouts, (the "Baseball Field") (2) a multi-purpose structure containing public restrooms, press box, 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").
Licensee shall be solely responsible for the maintenance of the Improvements and any necessary removal and replacement of the Baseball Field.

c. Approved Plans. Prior to commencement of any construction or renovation, the Licensee shall submit to the Licensor 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 Licensor's written approval which shall not be unreasonably withheld or delayed. The Licensor 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 Licensor. such Plans and Specifications shall be deemed "Approved Plans." The approval by the Licensor of the Plans and Specifications, site plans, designs or other documents submitted to Licensor 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 Licensor 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 Licensor. No changes or alterations shall be made to any Approved Plans, without the prior written approval of the Licensor, 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 renovation of the Property shall be performed and completed in accordance with the Interlocal Agreement. "Schedule for Development" shall be provided to the Licensor for review and approval, which approval will not be unreasonably withheld or denied, once the renovation competitive bid documents are drafted. The Schedule for Development is intended to provide submission, milestones, and completion dates for various actions relating to the planning, design, engineering and construction/renovation 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/renovate 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. The Contractor shall minimize adverse impacts to park users in other areas during active construction.

g. Construction Liens. Licensee must ensure that no construction liens are filed against the Property as a result of the construction/renovation 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/renovation 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. All construction/renovation 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.

(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 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.

m. As Built. Within one hundred twenty (120) days after the date a Certificate of Occupancy is issued for Improvements constructed/renovated 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 l 990, 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 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 Agreements. 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 Agreement.

d. Comprehensive General Liability Insurance. The Licensee, in its general construction Agreement, 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)$l,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. 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 Licensor, 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 mm1mum limits of Five Hundred Thousand Dollars ($500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

D. The Licensor 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 Licensor 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 Licensor thirty (30) calendar days prior to the previous certification's expiration.

(iii) The policy(ies) must be endorsed to provide Licensor 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 Licensor not less than ten (10) calendar days prior to the commencement of construction of the improvements or 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 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. **Use Agreement**. The Village and School Board shall enter into a recreational use agreement ("Use Agreement") annually that may be amended from time to time as needed.

8. **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, consistent with the schedule of use negotiated annually and as provided for in the separate Use Agreement. Licensee, 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, artificial turf maintenance/repair, landscaping, repair and replacement of lighting fixtures, and other maintenance, repair or replacement activities which are required to keep the Improvements in first class condition. Utility consumption costs for the period January 1 through May 31 of each year shall be paid by Licensee. Utility consumption costs for the period June 1 through December 31 of each year shall be paid by Licensor. 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) provide written notice of termination as provided herein.

9. **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.

10. **Insurance Requirements for both Licensee and Licensor**.

a. Casualty Insurance. Licensee and Licensor 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 Licensor 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 be insured. The required certificates of insurance shall name the type 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 Licensor, 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 Licensor as aforesaid and at any time 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.

11. **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 co 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 on the Property (including the public areas) or any part thereof shall be destroyed or 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.

12. **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.

13. **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 Attorney's Fees and Costs.

14. **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.

15. **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.

16. **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.

17. **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 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.

18. **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.

19. **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 Licensor at the following addresses:

If to Licensor:	Islamorada, Village of Islands 86800 Overseas Highway Islamorada, FL 33036 Attention: Village Manager
With a copy to:	Weiss Serota Helfman Cole & Bierman, P.A. 2800 Ponce de Leon Blvd., Suite 1200 Miami, FL 33133 Attention: John J. Quick
If to Licensee:	The School Board of Monroe County, Florida 241 Trumbo Road, P.O. Box 1788 Key West, FL 33041-1788 Attention: Superintendent
With a copy to:	Vernis and Bowling of the Florida Keys P.A.

81990 Overseas Highway
Islamorada, Florida 33036
Attention: Dirk M. Smits

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.

20. **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.

21. **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.

22. **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:	**LICENSEE**:
_____ Print Name: _____	THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA
_____ Print Name: _____	By: _____ Print Name: _____ Title: _____
Witnesses:	**LICENSOR**:
_____ Print Name: _____	ISLAMORADA VILLAGE OF ISLANDS, a Florida municipal corporation
_____ Print Name: _____	By: _____ Print Name: _____ Title: _____

[Acknowledgments on following page]

STATE OF FLORIDA)
) ss:
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, as _____ of The School Board of Monroe County, Florida, on behalf of the School Board, who (check one) [ ] is personally known to me or [ ] has produced a _____ driver's license as identification.

My Commission Expires:

_____
Notary Public

_____
Print Name

STATE OF FLORIDA)
) ss:
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, as _____ of The Village of Islamorada, on behalf of the Village, who (check one) [ ] is personally known to me or [ ] has produced a _____ driver's license as identification.

My Commission Expires:

_____
Notary Public

_____
Print Name

BASEBALL FIELD USE AGREEMENT

EXHIBIT A

The 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.

January 2nd to the 1st week of May. (Approx.16-17 weeks)
Tournaments may last through the last week of May.
Practice and games occur Monday - Saturday.

The field will be needed until the conclusion of the scheduled practice, game, or tournament. Start time to be determined. (Approximately 2:30pm)

Weekend use shall be permitted based on mutual agreement of the parties.