



Islamorada, Village of Islands **SPECIAL CALL VILLAGE COUNCIL MEETING**

July 27, 2026 - 5:30 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**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. PUBLIC COMMENT**
- V. DISCUSSION OF PROPOSED BASEBALL FIELD LICENSE AGREEMENT**
 - A.** Plans and Proposed License Agreement
- VI. RESOLUTIONS**
 - A.** Resolution Approving Limited Baseball Field License Agreement with Monroe County School District
- VII. 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

FOUNDERS PARK
ALL FIELD RENOVATIONS
SE ONE - BALL FIELD ONLY
86800 OVERSEAS HIGHWAY
ISLAMORADA, FLORIDA

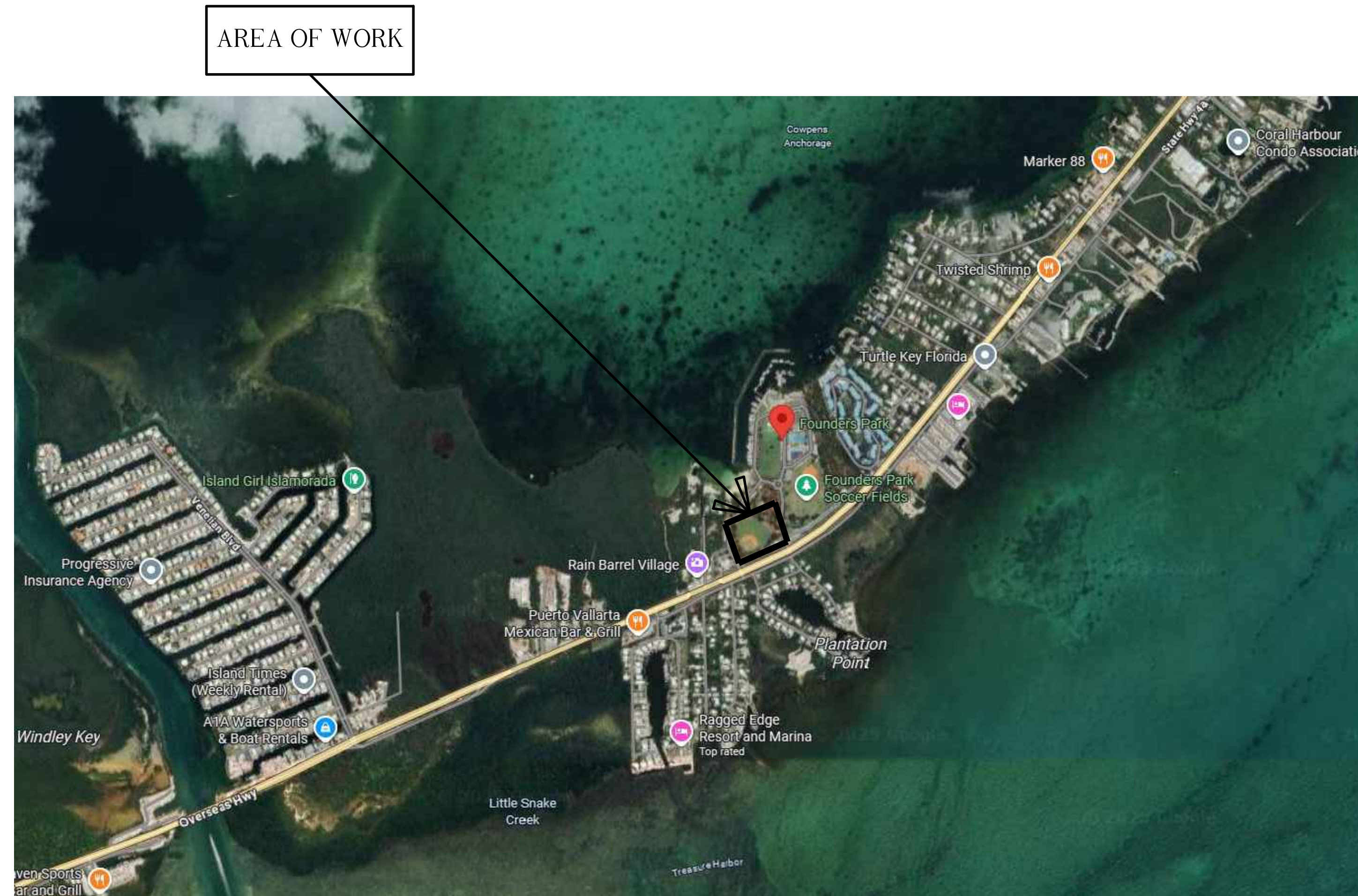
LIST OF DRAWINGS

A0.0	COVER SHEET
A1.00	EXISTING PROJECT SITE PLAN
A1.01	DEMOLITION PROJECT SITE PLAN
A1.10	PROPOSED PROJECT SITE PLAN
A1.30	ENLARGED FIELD SITE PLAN
A1.40	SITE PLAN DETAILS

S0.0	LEGENDS & SYMBOLS
S0.1	GENERAL NOTES
S0.2	GENERAL NOTES
S5.1	TYPICAL DETAILS

C-100 EROSION CONTROL PLAN
C-200 DRAINAGE PLAN

LOCATION MAP



KEY PERSONNEL

ARCHITECT:

WILLIAM P. HORN ARCHITECT, P.A.

WILLIAM P. HORN, RA, LEED AP
915 EATON ST.
KEY WEST, FL 33040
TEL. (305) 296-8302

SPORT FACILITY DESIGN:

MSA DESIGN

312 41ST AVENUE NE
NAPLES, FL 34120
TEL. (407) 208-2421

OWNER/USER:

MONROE COUNTY SCHOOL DISTRICT

DOUGLAS PRYOR
DIRECTOR CONSTRUCTION
AND DISTRIBUTION SERVICES
5330 2ND. AVENUE
STOCK ISLAND, FL 33040
PHONE: (305) 293-1400

VILLAGE OF ISLAMORADA

CONTRACTOR:

KEYSTAR CONSTRUCTION
5450 MACDONALD AVENUE, SUITE 3
KEY WEST, FL 33040
TEL. (305) 517-6270

SCOPE OF WORK- PHASE ONE
- BALL FIELD ONLY

WORK INCLUDED TOTAL RENOVATION OF THE EXISTING
BASEBALL FIELD, INCLUDING NEW ARTIFICIAL TURF FIELD,
NEW FIELD DRAINAGE, NEW FENCING AND NEW BULLPENS.
WORK WILL NOT INCLUDE PROPOSED FUTURE BUILDINGS.

DESIGN CRITERIA

APPLICABLE BUILDING CODES:

- The Florida Building Code 2023
- Florida Building Code—Accessibility, 2023 Edition
- National Electric Code Latest Edition
- Florida Plumbing Code, 2023 Edition
- Florida Mechanical Code, 2023 Edition
- Florida Fuel Gas Code, 2023 Edition
- Florida Building Code, Energy Conservation, 2023 Edition
- ASCE 7 Latest Edition
- Basic Wind Speed: 180 MPH
- Exposure: 'C'
- Structural Category: II

MSA \ SPORT
CINCINNATI | COLUMBUS
msaarch.com | 855.241.5666



FOUNDERS PARK BASEBALL FIELD RENOVATIONS
PHASE ONE - BALL FIELD ONLY
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

[illegible]

PROJECT NO. 25148.00

DRAWING TITLE:

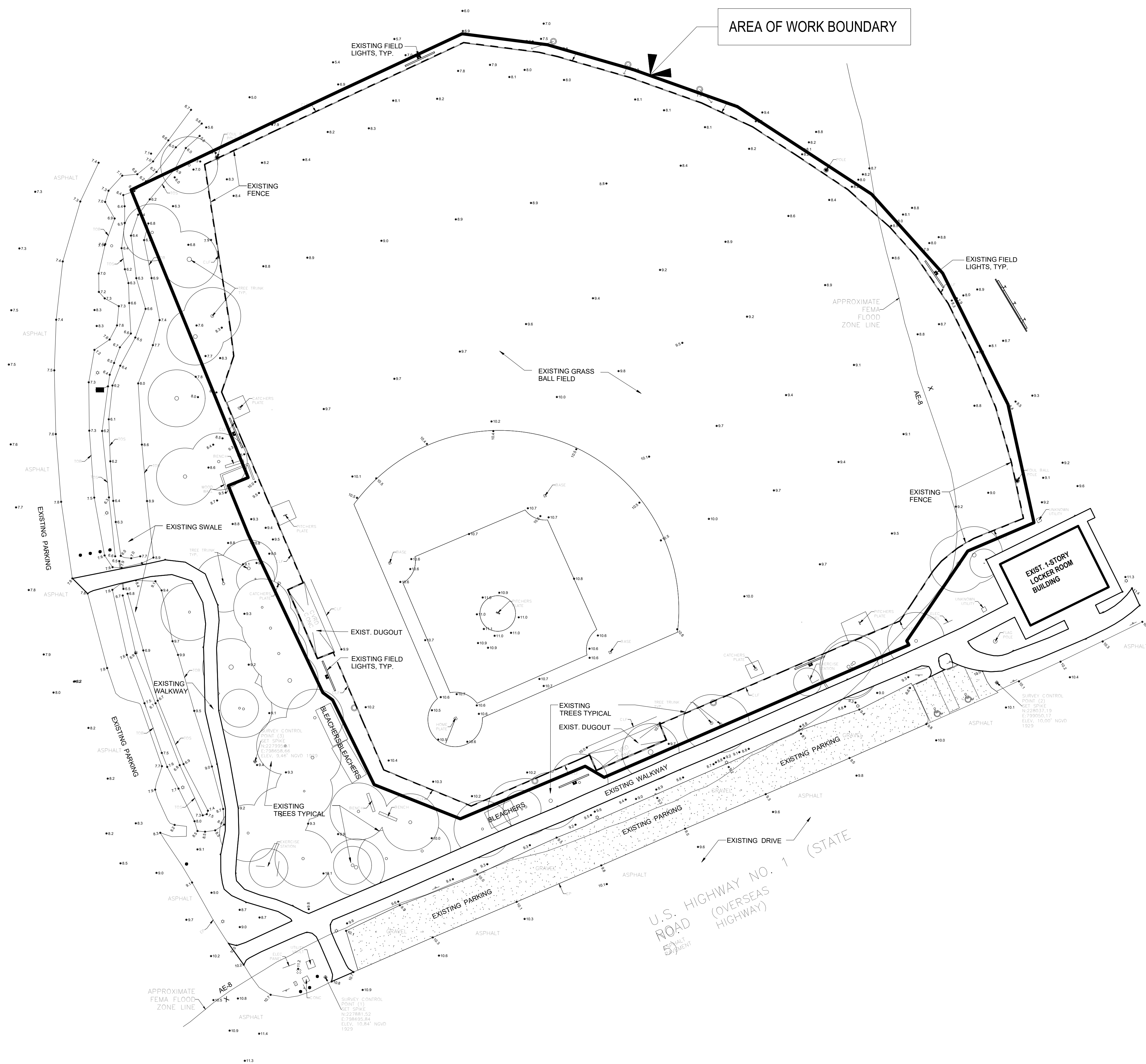
COVER PAGE

A0.0



FOL
1" = 30'-0"

FOUNDERS PARK BASEBALL FIELD - EXISTING ARCHITECTURAL SITE PLAN



GENERAL CONSTRUCTION NOTES

- A. ALL DIMENSIONS THAT ARE $\pm$ (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 UNFORESEEN 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.

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:

ALLOWED = 0.15 F.A.R. MAX.

EXISTING: = 0.00 F.A.R.

PROPOSED = 0.01 F.A.R.

IMPERVIOUS AREA:

EXISTING = 5,896.0 S.F. (3.94%)

PROPOSED = 13,394.0 S.F. (8.96%)

LANDSCAPE AREA:

EXISTING = 143,529 S.F. (96.0%)

PROPOSED = 136,031 S.F. (91.0%)

PARKING:

NO CHANGE TO EXISTING

BLEACHERS:

EXISTING COUNT: 190 SEATS

PROPOSED COUNT: 300 SEATS

(NEEDED MORE BLEACHER SPACE SO PEOPLE DO NOT HAVE TO STAND OR BRING THEIR OWN SEATS)

MSA \ SPORT

CINCINNATI | COLUMBUS
msaarch.com | 855.241.5666



FOUNDERS PARK BASEBALL FIELD RENOVATIONS
PHASE ONE - BALL FIELD ONLY

MONROE COUNTY SCHOOL DISTRICT

87000 OVERSEAS HWY, ISLAMORADA, FL 33036

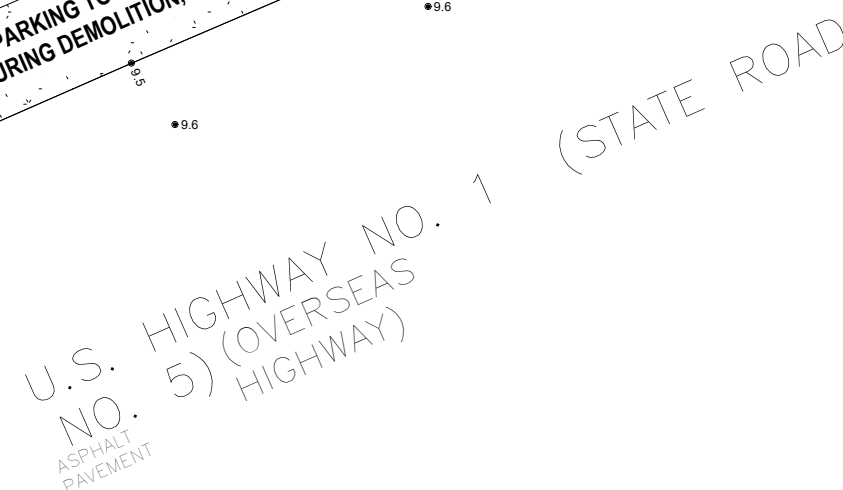
This drawing and the design concepts represented, as instruments of service, are the sole property of MICHAEL SCHUSTER ASSOCIATES INC. and may not be used, reproduced, or copied in whole or part, for any purpose without the written authorization of MICHAEL SCHUSTER ASSOCIATES INC.
Copyright Michael Schuster 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
	12/16/2025	60% CD SET
	01/12/2026	100% CD SET
	06/11/2026	PHASE I - BALL FIELD PERMIT SET

PROJECT NO. 25148.00

DRAWING TITLE:
EXISTING PROJECT
SITE PLAN

A1.00


$$1^{\circ} = 30' - 0$$


MSA \ SPORT

CINCINNATI | COLUMBUS
msaarch.com | 855.241.5666



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

FOUNDERS PARK BASEBALL FIELD RENOVATIONS
PHASE ONE - BALL FIELD ONLY

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

[illegible]

PROJECT NO. 25148.00

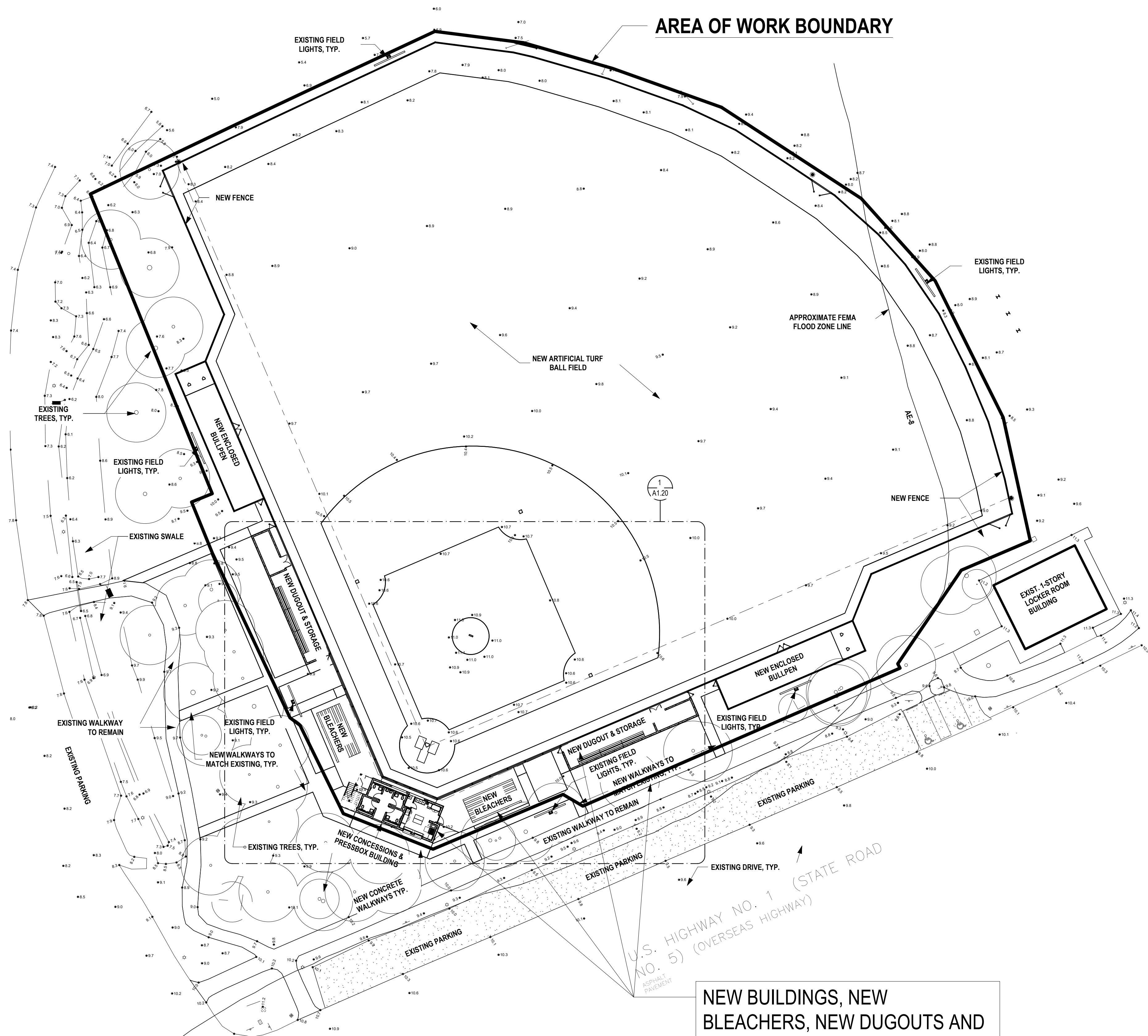
DRAWING TITLE:
DEMOLITION
PROJECT SITE PLAN

A1.01



1
A1.10
1" = 30'-0"

FOUNDERS PARK BASEBALL FIELD - ARCHITECTURAL SITE PLAN



NEW BUILDINGS, NEW
BLEACHERS, NEW DUGOUTS AND
NEW WALKWAYS OUTSIDE OF
AREA OF WORK BOUNDARY NOT
IN SCOPE OF WORK

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.

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:
ALLOWED = 0.15 F.A.R. MAX.
EXISTING = 0.00 F.A.R.
PROPOSED = 0.01 F.A.R.
IMPERVIOUS AREA:
EXISTING = 5,896.0 S.F. (3.94%)
PROPOSED = 13,394.0 S.F. (8.96%)
LANDSCAPE AREA:
EXISTING = 143,529 S.F. (96.0%)
PROPOSED = 136,031 S.F. (91.0%)
PARKING:
NO CHANGE TO EXISTING
BLEACHERS:
EXISTING COUNT: 190 SEATS
PROPOSED COUNT: 300 SEATS
(NEEDED MORE BLEACHER SPACE SO PEOPLE DO NOT HAVE TO STAND OR BRING THERE OWN SEATS)

BUILDING DATA

	ENCLOSED	COVERED	STAIR
3RD BASE DUGOUT & STORAGE GROUND LEVEL:	179 SF	425 SF	
1ST BASE DUGOUT & STORAGE GROUND LEVEL:	179 SF	425 SF	
CONCESSION / RESTROOM / PRESSBOX BLDG FIRST FLOOR:	652 SF	85 SF	
(CONCESSION SPACE = 237 SF) SECOND FLOOR:	374 SF	N/A	
TOTAL:	1,384 SF	935 SF	

MSA SPORT
CINCINNATI | COLUMBUS
msaarch.com | 855.241.5666
WILLIAM P. HORN ARCHITECT, P.A.
www.wphornarchitect.com
915 East Street
Key West, Florida 33040
Phone: 305-296-4302

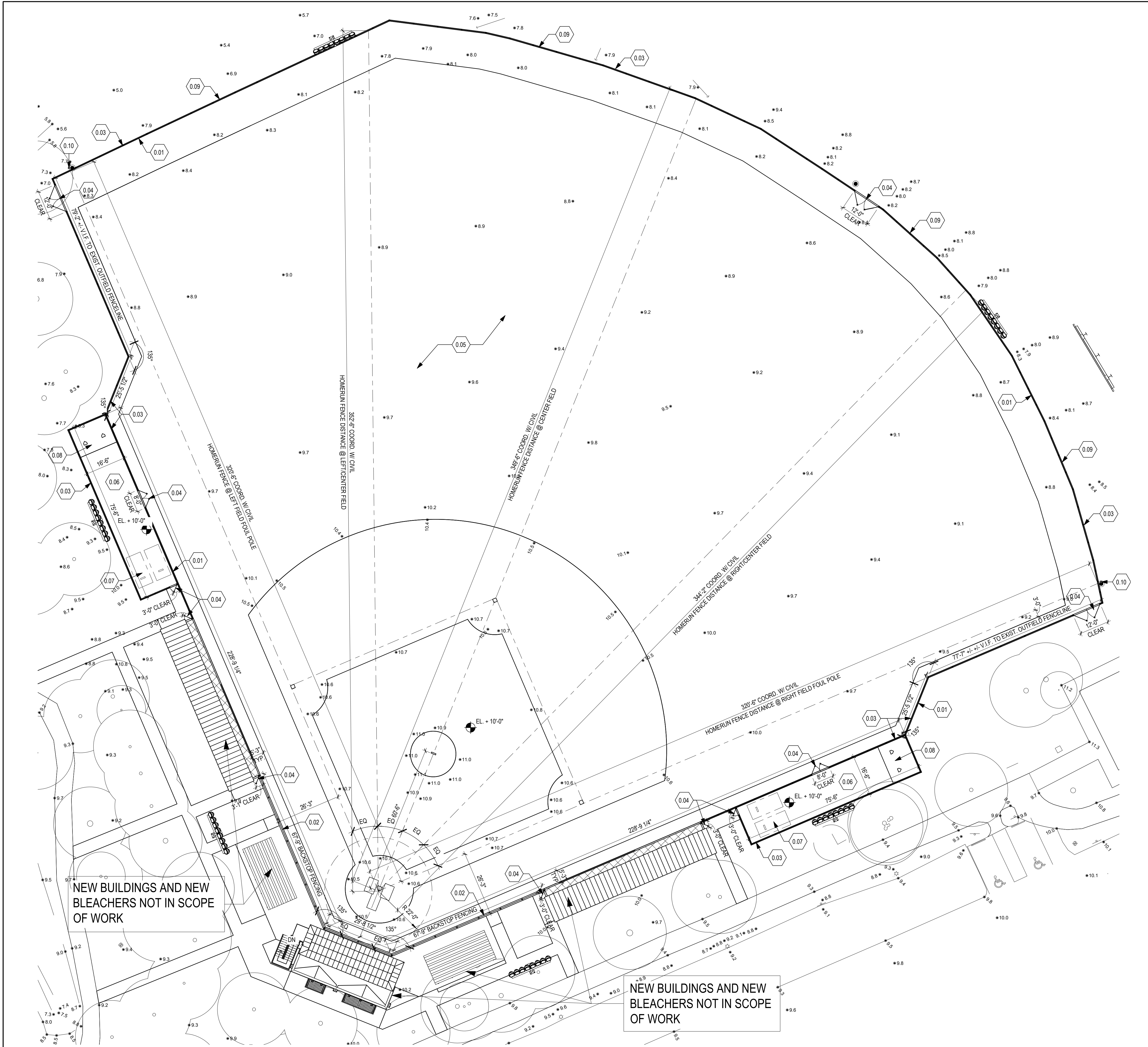
FOUNDERS PARK BASEBALL FIELD RENOVATIONS
PHASE ONE - BALL FIELD ONLY
MONROE COUNTY SCHOOL DISTRICT
87000 OVERSEAS HWY, ISLAMORADA, FL 33036

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	
12/16/2025	60% CD SET	
01/12/2026	100% CD SET	
06/11/2026	PHASE I - BALL FIELD PERMIT SET	

PROJECT NO. 25148.00
DRAWING TITLE:
PROPOSED
PROJECT SITE PLAN

A1.10



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.

KEYNOTES - SITE & FIELD

- 0.01 8" CONTINUOUS CONCRETE CURB AROUND PERIMETER OF FIELD, TYP. SEE 2/A1.40 FOR DETAIL.
- 0.02 BACKSTOP WALL, TYP. SEE PLANS FOR EXTENTS & 3/A1.40 FOR DETAIL.
- 0.03 6' HIGH CHAINLINK FIELD FENCING, TYP. SEE 2/A1.40 FOR FENCING DETAIL.
- 0.04 6' HIGH CHAINLINK FIELD GATE, TYP. SEE 1/A1.40 FOR FENCING DETAIL.
- 0.05 FULL SYNTHETIC TURF PLAYING FIELD W/ SCHOOL-BRANDED LOGO INCORPORATED, TYP. B.O.D. ACT GLOBAL SYNTHETIC TURF (COLORS TO BE SELECTED BY OWNER).
- 0.06 FULL SYNTHETIC TURF BULLPENS, TYP. B.O.D. ACT GLOBAL SYNTHETICS TURF (COLORS TO BE SELECTED BY OWNER).
- 0.07 FULL SYNTHETIC TURF PITCHING MOUNDS, TYP. B.O.D. NETTING PROS "FULL SIZE PITCHING MOUND" (COLORS TO BE SELECTED BY OWNER).
- 0.08 PORTABLE HITTING MATS, TYP. B.O.D. NETTING PROS "6 X 12 BATTER BOX TURF MAT" (COLORS TO BE SELECTED BY OWNER).
- 0.09 NEW OUTFIELD FENCING TO ALIGN WITH EXIST. PLAYING DIMENSIONS, TYP.
- 0.10 EXIST. FOUL POUL TO REMAIN AND BE PAINTED (COLOR TO BE SELECTED BY OWNER), PROTECT DURING CONSTRUCTION

MSA

SPORT

CINCINNATI | COLUMBUS
msaarch.com | 855.241.5666

WILLIAM P. HORN ARCHITECT, P.A.
www.sphornarchitect.com
915 Easton Street
Key West, Florida 33040
Phone: 305-296-8302

10-0000000

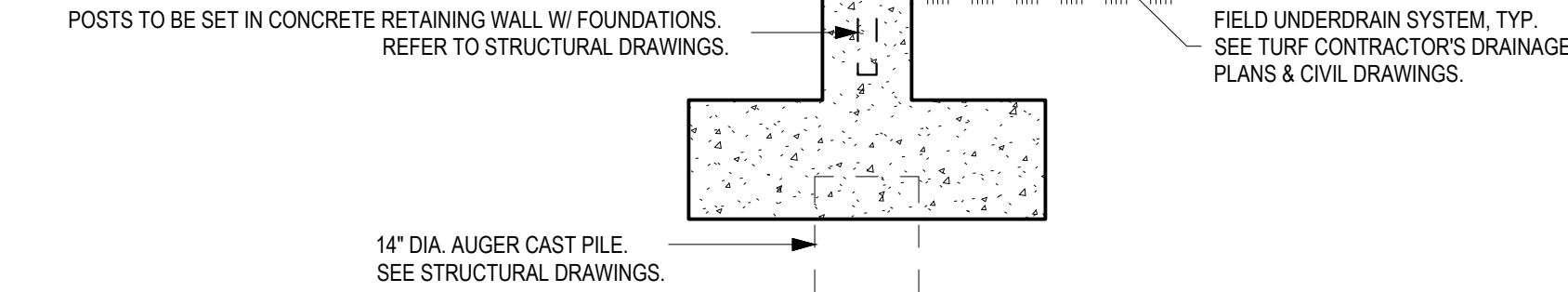
FOUNDERS PARK BASEBALL FIELD RENOVATIONS
PHASE ONE - BALL FIELD ONLY
MONROE COUNTY SCHOOL DISTRICT
87000 OVERSEAS HWY, ISLAMORADA, FL 33036

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.

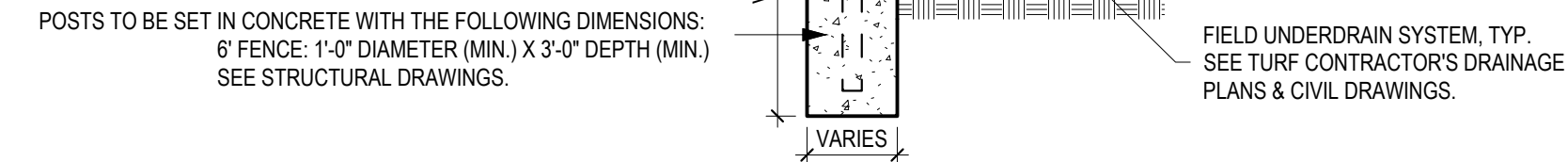
NO.	DATE	ISSUED / REVISION
09/18/2025	100% DD SET	
12/16/2025	60% CD SET	
01/12/2026	100% CD SET	
06/11/2026	PHASE I - BALL FIELD PERMIT SET	

PROJECT NO. 25148.00
DRAWING TITLE:
ENLARGED FIELD
SITE PLAN

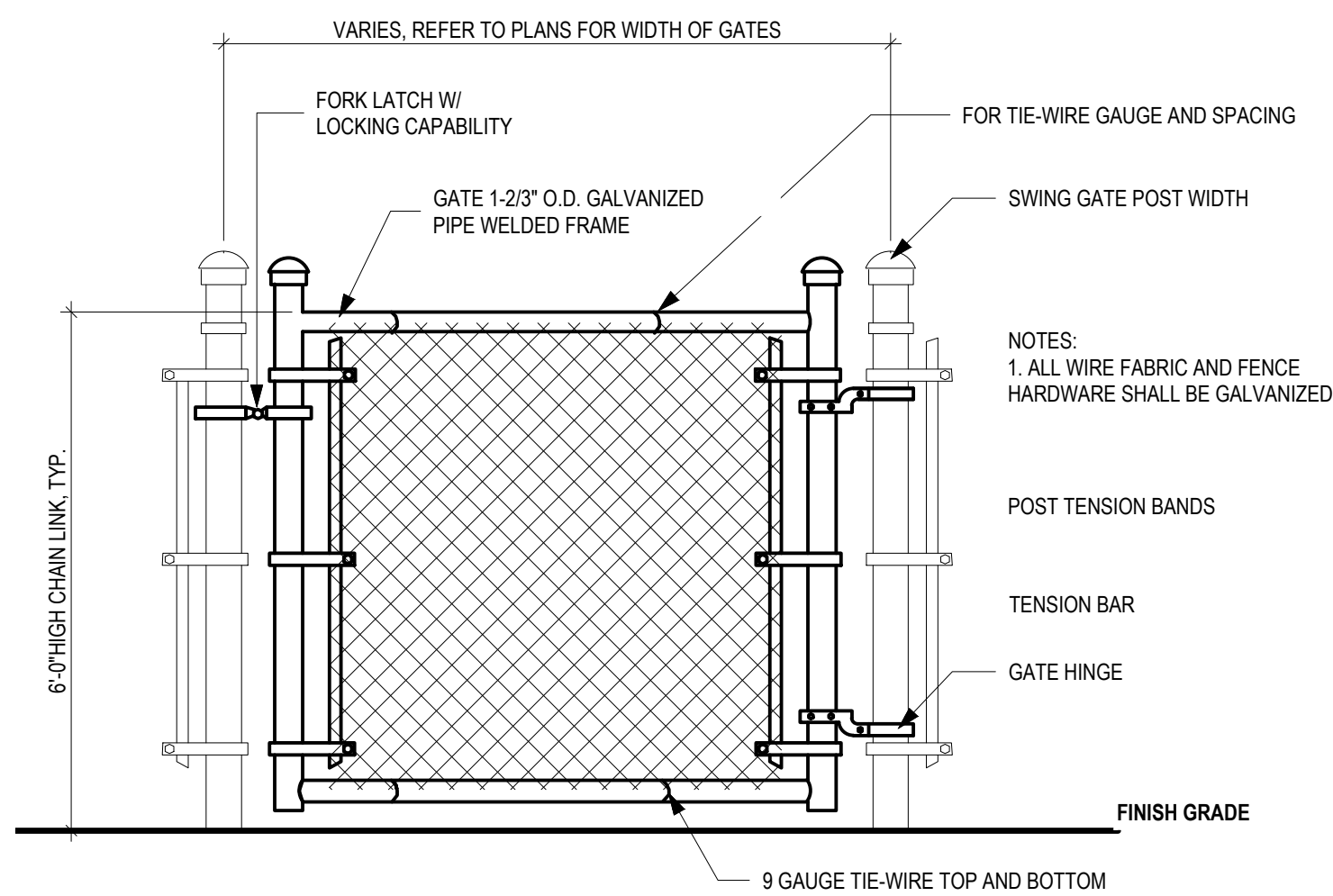
A1.30



DETAIL - BACKSTOP WALL CONSTRUCTION, TYP.



DETAIL - VINYL COATED CHAIN LINK FENCE , TYP.



DETAIL - VINYL COATED CHAIN LINK FENCE GATE, TYP.

GENERAL CONSTRUCTION NOTES

- A. ALL DIMENSIONS THAT ARE $\pm$, ± 0 (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 UNFORESEEN 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.

KEYNOTES - SITE & FIELD

PRELIMINARY
NOT FOR CONSTRUCTION

FOUNDERS PARK BASEBALL FIELD RENOVATIONS
PHASE ONE - BALL FIELD ONLY

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

[illegible]

PROJECT NO. 25148.00

DRAWING TITLE:
SITE PLAN DETAILS

A1.40

BASEBALL FIELD LICENSE AGREEMENT

THIS BASEBALL FIELD LICENSE AGREEMENT ("Agreement") dated this ____ day of _____, 2026, 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 as defined herein, all subject to the terms and conditions of this Agreement.
5. Licensor and Licensee agree that a separate agreement will set forth the Parties rights and obligations regarding the construction and use of related improvements not specifically addressed by this License 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 license for the construction, renovation, operation, and use of the Improvements (as defined in paragraph 4(b) 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 as agreed to by the Licensee and Licensors. The parties shall execute a separate Use Agreement setting forth the following schedule and type of use of the Improvements:

- i. The following is a description of the Monroe County School District's use schedule for the baseball field at Founders Park, Islamorada, Florida:
 - January 1 through May 31.
 - Tournaments may last through the last week of May.
 - Practice and games occur Monday-Saturday.
- ii. The field will be needed until the conclusion of the scheduled practice, game, or tournament. Start time to be determined.
- iii. Any Sunday use of the baseball field outside the regular schedule for sanctioned baseball games and baseball-related activities, such as practices, may be permitted upon written request at least thirty (30) days prior to the requested date and will be subject to review and written approval by the Village Manager.
- iv. Licensee shall not sub-license the use of the Improvements or Property to a third party without the prior written consent of the Licensors.

(2) Use of the baseball field by the Licensee shall be limited to activities directly related to the Coral Shores High School baseball program. Any other use, shall require a written agreement between Licensors and Licensee.

c. Inspection. Licensors and Licensee shall each designate an individual (hereinafter "Inspectors") to inspect and report on the condition of the property and related Improvements as follows:

(1) The Inspectors shall meet at the field biennially to conduct an inspection of the property and related Improvements.

(2) In each calendar year the first inspection shall take place between January 1st and January 7th.

(3) In each calendar year the second inspection shall take place between May 31st and June 6th.

(4) At the conclusion of each inspection a joint written report identifying the condition of the property and Improvements as well as any necessary maintenance or repairs.

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 July 7, 2026 (the “Commencement Date”) and shall terminate [twenty years from commencement] July 7, 2046, (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. The Parties agree to amend the Interlocal Agreement such that it runs concurrently with this License Agreement.

b. **Renewal Options.** Provided the Licensee has not materially breached this Agreement, upon the expiration of the initial period this Agreement shall be automatically continued and extended upon the same terms and conditions for up to two (2) additional ten (10) year periods unless the Licensor delivers written notice of non-renewal at least sixty (60) months prior to the end of the then-current term. 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 Term of this Agreement, as extended by any Renewal Term(s), if applicable, shall hereinafter be referred to as the “Term”.

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, artificial turf, perimeter and backstop fencing, bullpens, and construction of dugouts, (the “Baseball Field”); and (2) Licensee shall be responsible to meet all ADA requirements relating to the Baseball Field and existing improvements (collectively, the “Improvements”). Licensee shall be solely responsible for the removal and/or replacement of the Improvements.

Licensee shall be solely responsible for and shall have sole discretion to determine when the Improvements are in need of modification, renovation, and/or replacement. However, if the modification, renovation, or replacement is needed in order to protect the health, safety and welfare of the persons using the Improvements and the Licensee does not agree to make the changes then the Licensee shall be solely responsible and indemnify the Licensor for any and all liability for claims made.

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 fifteen (15) business days of receipt of request for same. If additional information is required or requested by Licensor as part of its approval/disapproval review process, the fifteen (15) business days timeframe shall not commence until receipt of any and all required or requested information from Licensee. If the Licensor fails to respond within the fifteen (15) business days timeframe, the submittal shall be deemed approved. In the event of disagreement on revisions, either party may request non-binding mediation under § 164.1055, Florida Statutes, at a shared cost between the Parties. The Licensor retains the right to one public workshop on the final Designs.

Prior to commencement of any construction or renovation, the Licensee shall submit to the Licensor for review and approval, the (i) final design and development of all proposed structures to be placed on the Property; (ii) selection of substantial components including, but not limited to, turf selection, drainage components, fence material, and dugout material to be used as part of the Improvements, including but not limited to types, quality, specifications, and warranties; and (iii) proposed placement/location of an buildings being constructed, renovated or demolished (collectively, the “Designs”). As part of this review and approval, the Village shall, at its sole option, have the right to review the Designs at an open public meeting or workshop and to solicit

community input on the Designs. Licensee shall provide Licensor with written notice of the Designs proposed as part of the Improvements (“Notice of Designs”) no later than fifteen (15) business days prior to the commencement of construction of the Improvements or any portion thereof. Licensor shall have the right to approve the Designs, which approval will not be unreasonably withheld or delayed. If Licensor does not approve of the Designs, Licensor shall give Licensee written notice of its objections to the Designs within fifteen (15) business days after its receipt of the Notice of Designs, and Licensee will thereafter designate alternate Designs, subject to Licensor's review and approval, which approval will not be unreasonably withheld or denied.

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. 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, including a copy of the proposed agreement with the Contractor (“Notice of Contractor”) no later than fifteen (15) business days prior to the commencement of construction of the Improvements or any portion thereof. Licensor shall have the right to approve the Contractor, including the proposed agreement with 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 fifteen (15) business 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.

e. 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. Licensee shall provide Licensor with written notice of the materials and products proposed as part of the Improvements (“Notice of Materials and Products”) no later than fifteen (15) days prior to the commencement of construction of the Improvements or any portion thereof. Licensor shall have the right to approve the materials and products, which approval will not be unreasonably withheld or delayed. If Licensor does not approve of the materials and products, Licensor shall give Licensee written notice of its objections to the materials and products within fifteen (15) business days after its receipt of the Notice of Materials and Products, and Licensee will thereafter designate alternate materials and products, subject to Licensor’s review and approval, which approval will not be unreasonably withheld or denied.

f. 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, discharge liens immediately if they threaten 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. Prior to discharge by Licensor, Licensor must first give Licensee fifteen (15) days written notice and an opportunity to bond or payoff said liens within this fifteen (15) day period.

g. 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 Licenser 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.

h. 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.

i. Termination for Cause. Licenser may terminate this Agreement without obligation for any payment in the event Licensee materially breaches this Agreement. Provided however, that in the event of a material breach the Parties shall be required to first seek resolution through and in accordance with the Florida Governmental Conflict Resolution Act prescribed by Florida Statutes Chapter 164 prior to terminating the agreement for cause and without any payment owed to Licensee. Licensee shall have the opportunity to cure such material breach while the Parties proceed through the process provided for in the Florida Governmental Conflict Resolution Act.

j. Improvements. Licenser and Licensee agree that upon termination of this Agreement, the title to all tangible property and/or Improvements included or associated with the recreational facility shall be in the name of the Licenser, unless such tangible property and/or Improvements are completely removed from the Founder's Park Baseball field site by the Licensee and at the sole expense of Licensee.

k. 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.

l. 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.

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.

m. Notices of Commencement. The Village shall be copied on all Notice of Commencement for the Contractor, subcontractors, materials suppliers, and any other contracted work related to the Improvements.

n. 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. In the event Licensors, in its property ownership capacity, objects and recommends changes to the Submittals, Licensors shall be solely responsible for all costs, fees, and expenses associated with making the recommended changes including, but not limited to, engineering fees, architectural fees, and labor. Licensors shall not be responsible for any costs arising out of its actions as an authority having jurisdiction of the property or when otherwise acting as the permitting authority for the Improvements.

o. Governmental Approval Joinder. Licensors 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, Licensors 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). Licensors's joinder in such applications and other documentation may be conditioned upon Licensee's agreement to perform Licensors'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 Licensors's joinder is requested contain material financial obligations binding (or which may become binding) upon Licensors, Licensee shall provide further assurances in a form and substance reasonably acceptable to Licensors in order to secure such material financial obligations. If this Agreement is terminated pursuant to this Section, then upon Licensors'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 or its contractor 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 Licensors; 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 Licensors 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) \$10,000,000.00 (with respect to work costing up to \$20,000,000.00), (ii) \$10,000,000.00 with a \$20,000,000.00 umbrella with respect to work between \$20,000,000.00 and \$50,000,000.00, and (iii) \$10,000,000.00 with a \$50,000,000.00 umbrella with respect to work in excess of \$50,000,000.00; 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 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 Licenser 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 Licenser 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 Licenser thirty (30) calendar days prior to the previous certification's expiration.

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

f. Requirements During the Term. The foregoing requirements set forth in this Section shall be applicable for any construction undertaken by Licenser 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, Licensors 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 Licensors 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 Licensors to take any such action and shall impart no liability on the Licensors should it not take any such action. Licensors, as the owner of the Property, shall, at all times, retain all rights, including but not limited to, the rights of entry inspection, and testing on the Property.

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 of Improvements. Licensee shall be responsible for maintaining the Improvements each year during the Term of this Agreement, including any Renewal Period. Maintenance of the Improvements shall include, but is not limited to, the following: grass cutting, artificial turf maintenance/repair, and other maintenance, repair or replacement activities which are required to keep the Improvements in first class condition. Any decision by the Licensee to replace the artificial turf shall be based on the manufacturer's warranty or an expert's opinion on the remaining useful life of the field. Maintenance and utility consumption costs for the period of January 1 through May 31 of each year shall be paid by Licensee, at its sole cost and expense. Costs of maintenance and utility consumption costs for the period of June 1 through December 31 of each year shall be paid by Licensors, with maintenance to be provided by Licensee and its costs to be reimbursed by Licensors to Licensee monthly.

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. Licensors and Licensee stipulate that each is a state governmental agency as defined by Florida Statutes and represents to the other that it has purchased suitable Public Liability, Vehicle Liability, and Workers' Compensation insurance, or is self-insured, in

amounts adequate to respond to any and all claims under federal or state actions for civil rights violations, as well as any and all claims within the limitations of Florida Statutes 768.28 and Chapter 440, as well as any and all claims within the limitations of Florida Statutes arising out of the activities governed by this agreement.

To the extent allowed by law, each Party shall be responsible for any acts of negligence on the part of its employees, agents, contractors, and subcontractors and shall defend, indemnify and hold the other party harmless from all claims arising out of such actions.

Upon the completion of the Improvements and for the term of this Agreement, the Licensee shall maintain property insurance covering the Improvements on a replacement cost basis to the extent commercially available and consistent with the Licensee's property insurance program. Such coverage may be provided through a governmental self-insurance program, commercial insurance policy, pooled insurance program, risk-sharing program, or a combination thereof. Deductibles, self-insured retentions, percentage deductibles, waiting periods, sublimits, exclusions, and other terms and conditions applicable to the property insurance program shall be commercially reasonable and consistent with prevailing market conditions, available coverage, underwriting requirements, and public entity insurance practices. Such terms may be modified from time to time in response to changes in market conditions, available coverage, insurer requirements, or changes in exposure, or modifications of the Licensee's property insurance program.

The Parties further acknowledge that coverage for Flood, Storm Surge, Windstorm, Named Windstorm, Earth Movement, and other catastrophe-related or specially rated perils may be subject to separate deductibles, percentage deductibles, waiting periods, sublimits, exclusions, or other coverage limitations. Any such provisions contained within the property insurance program shall be deemed compliant with the requirements of this Agreement.

Each Party agrees to keep in full force and effect the required insurance coverage during the term of this Agreement. If the insurance policies originally purchased which meet the requirements of this Agreement are canceled, terminated or reduced in coverage, then the respective Party must immediately substitute complying policies so that no gap in coverage occurs. Copies of current policy certificates shall be filed with the other party whenever acquired or amended.

11. **Damage or Destruction of Property.** In the event of damage caused by fire, the elements¹, or other casualty, Licensee shall undertake efforts to remove debris and repair the damages as set forth below. Licenser and Licensee shall equally bear the cost of any debris removal

¹ Within this Agreement, "elements" shall have the same meaning as defined by the National Weather Service.

or repair attributable to fire, the elements, or other casualty not otherwise covered by insurance proceeds.

a. 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.

b. 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.

c. Use of Artificial Turf. Licensor and Licensee shall not permit the Baseball Field to be used in contravention to any applicable specifications, warranties, and/or manufacturer instructions and the parties shall be solely responsible for all damages caused by such prohibited use. Licensee shall provide Licensor with a copy of the applicable specifications, warranties, and/or manufacturer instructions.

12. Termination. Upon expiration of the initial twenty year period, this Agreement may be terminated by either party by giving written notice to the other party, which termination shall be effective five (5) years from the date of such notice. In the event of any such termination by Licensor, Licensee shall cease forthwith all operations upon the Property and the Parties 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. It is mutually agreed by the parties that the field's grass/turf shall not be subject to removal by the Licensee. 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, with exception of the field's grass/turf, within sixty (60) 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. **Modifications, Amendments, or Alterations.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the Village.

17. **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.

18. **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.

19. **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.

20. **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
Coral Gables, 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.

21. **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.

22. **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.

23. **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.

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

Witnesses:

Print Name: _____

Print Name: _____

LICENSEE:

THE SCHOOL BOARD OF MONROE
COUNTY, FLORIDA

By: _____

Print Name: _____

Title: _____

Witnesses:

Print Name: _____

Print Name: _____

LICENSOR:

ISLAMORADA, VILLAGE OF ISLANDS, a
Florida municipal corporation

By: _____

Print Name: _____

Title: _____

[Acknowledgments on following page]

STATE OF FLORIDA)
) ss.:
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, 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 _____ as identification.

My Commission Expires:

Notary Public

Print Name

STATE OF FLORIDA)
) ss.:
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2026, by _____, as _____ of Islamorada, Village of Islands, on behalf of the Village, who (check one) ☐ is personally known to me or ☐ has produced _____ as identification.

My Commission Expires:

Notary Public

Print Name

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A BASEBALL FIELD LICENSE AGREEMENT WITH THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDED INTERLOCAL AGREEMENT AND BASEBALL FIELD LICENSE 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 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, on May 7, 2024, the Village adopted Resolution No 24-05-39 which approved an interlocal agreement between the Village and School board in advance of the parties entering into a baseball field license agreement; and

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

WHEREAS, on July 21, 2026, the Village Council and School Board held a joint public workshop for purposes of discussing the remaining open items related to the baseball field license agreement; and

WHEREAS, the Village Council wishes to approve the baseball field license agreement attached hereto as Exhibit "A", and authorize the Village Manager to execute the baseball field

license agreement in furtherance of the purpose of each, 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.

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 Baseball Field License Agreement. The Village Council hereby approves the baseball field license agreement attached hereto as Exhibit "A".

Section 3. Authorization to Execute Baseball Field License Agreement. The Village Manager is authorized to execute the baseball field license 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 Manager and/or his designee and 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 _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Don Horton _____

Vice Mayor Sharon Mahoney _____

Councilman Steve Friedman _____

Councilwoman Deb Gillis _____

Councilwoman Anna Richards _____

PASSED AND ADOPTED THIS 27TH DAY OF JULY, 2026.

DON HORTON, MAYOR

ATTEST:

MARNE MCGRATH, VILLAGE CLERK

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

JOHN QUICK, VILLAGE ATTORNEY