

LICENSE AGREEMENT BETWEEN
BREVARD COUNTY, FLORIDA, AND
THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

(SCHOOL BOARD PARKING BUSES AT MERRITT ISLAND SERVICE COMPLEX)

THIS LICENSE AGREEMENT, hereinafter the "Agreement", is entered into the date of last signature below, hereinafter the "Effective Date", by and between BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter the "County," and THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, the governing body of the School District of Brevard County, Florida, hereinafter the "School Board."

RECITALS

WHEREAS, the Parties desire to enter into an agreement for the School Board to utilize the Merritt Island Service Complex, located at 400 Heidi Ln, Merritt Island, FL 32953, hereinafter the "Property," for school bus parking in designated areas more particularly identified in the map attached hereto as **Exhibit A**; and

WHEREAS, the County finds it to be in the best interest of Brevard County, Florida, to permit the use of the Property for the purposes outlined herein; and

WHEREAS, the Parties agree to be bound by the terms and conditions outlined herein in order to provide the public benefit and purpose described in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree to modify the Agreement as follows:

1. **RECITALS.**

The above recitals are true and correct, and incorporated herein by this reference.

2. **GRANT OF LICENSE; USE OF PROPERTY.**

Subject to all terms and conditions outlined herein, the County hereby grants to the School Board a revocable, non-exclusive license to use certain space on a portion of the Property as described and/or depicted in **Exhibit A**, which is incorporated herein by this reference, for the provision of school bus parking. The School Board shall be permitted to access the Property through the routes identified in **Exhibit A**. Such use(s) shall be non-exclusive.

The School Board understands that the Property is only to be used for the purpose of parking school buses used by the School District of Brevard County,

Florida. The County shall have continued access to the Property throughout the duration of this Agreement.

The School Board shall ultimately have a license to use the following:

- A. The school bus parking lot;
- B. The parking lot south of the school bus parking lot to allow bus drivers to park their personal vehicles;
- C. The access route on Heidi Lane, which is a public right-of-way and said use shall be non-exclusive; and
- D. The Lounge Area inside the building located at 2575 N Courtenay Parkway, Merritt Island, FL 32953.

3. **TERM; TERMINATION.**

Unless terminated earlier, the School Board shall have use of the Property for parking buses for five (5) years starting on the Effective Date. This Agreement may be renewed up to two (2) times for five (5) years each.

Either Party may terminate this Agreement for any reason upon providing one hundred twenty (120) days written notice. The School Board shall remove or cause to be removed such vehicles it has placed on the Property prior to the termination date.

4. **CONSIDERATION.**

In consideration of the grant of this license to use the Property, the School Board will maintain and repair the parking area identified in **Exhibit A**.

The County will be responsible for utility costs on the Property. If, however, the School Board modifies, alters, or otherwise improves the Property in a manner that increases the costs associated with the Property, then the School Board shall be responsible for said additional costs. The School Board shall pay the difference between the charges as they existed before the improvements and the charges after the improvements. The School Board must obtain prior written approval from the County before the School Board undertakes any improvements to the Property.

5. **CONDITION OF PROPERTY.**

School Board accepts the Property in its existing condition as of the Effective Date in an "as is" condition, except, the County warrants that, to the best of its knowledge, no environmental or hazardous wastes or asbestos have been used, stored, transferred from, buried or otherwise placed upon the Property. The

County, in its sole discretion, will provide for all necessary maintenance and repair work to the Property. However, the County is under no obligation to complete such maintenance or repair work.

6. **ASSIGNMENT.**

The Parties agree not to assign all or any portion of this Agreement without the prior written consent of the other Party. Neither Party may enter into subcontracts for any of the work contemplated under this Agreement without the express written approval of the other Party. Any and all subcontracts, if approved by the other Party, will be subject to all of the terms and conditions of this Agreement and to any other conditions of approval deemed necessary by said other Party.

7. **LIABILITY AND INSURANCE.**

The School Board and the County shall handle all liability and claims exposures through common law indemnification principles that shall not deviate from Section 768.28, Florida Statutes, requirements for public entities. Nothing contained herein shall be construed or interpreted as denying to either party any remedy or defense available under the laws of the State of Florida, nor as a waiver of sovereign immunity of either party beyond the limits and protections in Section 768.28, Florida Statutes, as may be amended. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of either party's sovereign immunity protections.

8. **NO RECORDING.**

This Agreement shall not be recorded in the official records of Brevard County, Florida, by either Party.

9. **NO INTEREST IN THE LICENSE AREA.**

This Agreement is the grant of a personal right to the School Board. This Agreement shall not be construed to create any real property interests in the Property.

10. **PUBLIC RECORDS.**

A. IF THE SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE BREVARD COUNTY PUBLIC WORKS CUSTODIAN OF PUBLIC RECORDS AT: (321)617-7202, KARENE.WILLETT@BREVARDFL.GOV, 2725 JUDGE FRAN JAMIESON WAY, SUITE A-201, VIERA, FL 32940

B. IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD CUSTODIAN OF PUBLIC RECORDS AT (321) 633-1000 ext. 11453, recordsrequest@brevardschools.org, BREVARD COUNTY PUBLIC SCHOOLS, RECORDS MANAGEMENT, 2700 Judge Fran Jamieson Way, Viera, Florida 32940.

11. ENTIRE UNDERSTANDING.

This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other understanding(s) and agreement(s) by the Parties.

12. GOVERNING LAW; VENUE; JURY TRIAL.

This Agreement, and all transactions contemplated hereunder, will be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of law. Venue for any litigation related hereto will be in a court of competent jurisdiction in and for Brevard County, Florida. **THE PARTIES AGREE THAT ANY TRIAL SHALL BE NON-JURY.**

13. COMPLIANCE WITH LAWS AND POLICIES.

Each Party must comply with all applicable federal and State laws, codes, rules, and regulations, as well as County and School Board policies, in performing its duties, responsibilities, and obligations pursuant to this Agreement.

14. NON-DISCRIMINATION.

The Parties agree that no person will be subjected to discrimination because of age, race, color, disability, pregnancy, gender, marital status, national origin, or religion, in the performance of the parties' respective duties, responsibilities, and obligations under this Agreement.

15. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing in this Agreement is intended to waive sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Section 768.28, Florida Statutes. This term will survive the termination of all performance or obligations under this Agreement and is fully binding until any applicable statute of limitations bars any proceeding brought under this Agreement.

16. INSPECTOR GENERAL AUDITS.

Each Party will comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General or by any other Florida official with proper authority.

17. NO THIRD-PARTY BENEFICIARIES.

Nothing in this Agreement should be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement, or to confer any rights in any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

18. WAIVER.

A waiver by either Party of a breach or failure to perform hereunder will not constitute a waiver of any subsequent breach or failure to perform.

19. E-VERIFY.

The Parties agree to comply with State and Federal employment eligibility requirements. Failure to comply with this provision is a material breach of the Agreement, and either Party may choose to terminate the Agreement at its discretion.

20. NOTICES.

All notices, requests, consents, and other communications required or permitted under this Agreement must be in writing and hand delivered by messenger or courier service; faxed; emailed; or mailed by Registered or Certified Mail (postage prepaid), Return Receipt Requested, addressed to:

AS TO THE COUNTY:

Jeanette Scott, Contracts Administrator
Brevard County Public Works
2725 Judge Fran Jamieson Way, Room A-201
Viera, FL 32940
Jeanette.Scott@brevardfl.gov
Phone Number: (321)617-7202

WITH COPY TO:

Skip Bell, Facilities Manager
2725 Judge Fran Jamieson Way
Viera, FL 32940
Skip.Bell@brevardfl.gov
Phone Number: (321)633-2050

AS TO THE SCHOOL BOARD:

Dr. Michael Miller, Director, Transportation
The School Board of Brevard County

2091 W. King Street
Cocoa, FL 32926
Miller.Michael@brevardschools.org
Phone Number: (321)633-3680

WITH COPY TO:

Susan Hann, P.E., Assistant Superintendent
The School Board of Brevard County, Florida
2700 Judge Fran Jamieson Way
Viera, FL 32940
Hann.Susan@brevardschools.org

Rachad T. Wilson, Chief Operating Officer
The School Board of Brevard County, Florida
2700 Judge Fran Jamieson Way
Viera, FL 32940
Wilson.Rachad@brevardschools.org

or to such other address(es) as the parties may mutually designate by notice complying with the terms of this Agreement. Each such notice will be deemed delivered:

- (a) On the date delivered, if by personal delivery,
- (b) On the date faxed or emailed, if by facsimile or email, and
- (c) On the date upon which the Return Receipt is signed, or delivery is refused, or the notice is designated by the postal authorities as not delivered if mailed to the proper address.

21. ATTORNEY'S FEES.

In the event of any litigation arising out of this Agreement, each party shall cover their own respective costs and fees.

22. AMENDMENT OF AGREEMENT.

This Agreement cannot be changed, modified or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.

23. SEVERABILITY.

Except as otherwise set forth herein, in the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination will not affect the enforceability or the validity of the remaining provisions of this Agreement.

24. LEGAL AUTHORITY.

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf

of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

REMAINDER OF PAGE BLANK. SIGNATURE PAGE TO FOLLOW.


IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the date last written below in counterparts, each of which when taken together shall constitute on and the same Agreement.

**THE SCHOOL BOARD OF
BREVARD COUNTY, FLORIDA**

By: Gene Trent Digitally signed by Gene Trent
Date: 2024.11.20 12:55:15
-05'00'
Board Chair

Date: 11/20/24

WITNESS

By:  Digitally signed by Sean
Hynes
Date: 2024.11.22 11:09:02
-05'00'

Sean Hynes
Printed Name

Reviewed for Legal Form and Content
solely for the School Board by:

BREVARD COUNTY, FLORIDA

By: _____
Rob Feltner, Chairman

As approved by the Board: 12/3/2024

ATTEST

By: _____
Rachel Sadoff, Clerk

Reviewed for Legal Form and Content
solely for Brevard County by:


Alex Essee, Deputy County Attorney

Exhibit A

KEY – MERRITT ISLAND SERVICE COMPOUND	
<div></div>	School Bus Parking Lot
<div></div>	Personal Vehicle Parking Spaces
<div></div>	Access Routes

