



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.1.

12/3/2024

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### Subject:

Approval RE: License Agreement with the School Board of Brevard County for Parking Buses at the Merritt Island County Service Complex - District 2

### Fiscal Impact:

Negligible Utility Costs.

### Dept/Office:

Public Works Department/Facilities

### Requested Action:

It is requested the Board of County Commissioners 1) approve and authorize the Chairman to execute the License Agreement, and 2) authorize the County Manager to execute any contract-related documents associated with this action subject to review and approval of the County Attorney's Office, Risk Management, and Purchasing Services.

### Summary Explanation and Background:

Through this agreement, the County codifies the existing long-time situation through the granting of a revocable, non-exclusive license to the School Board for the use of certain space on a portion of the Merritt Island County Service Complex as depicted in Exhibit A of the Agreement, for school bus parking. The School Board shall ultimately have a license to use the following:

- The school bus parking lot and the parking lot south of the school bus parking lot to allow bus drivers to park their personal vehicles totaling approx. 1.719 acres;
- The Lounge Area inside the Merritt Island Service Complex located at 2575 N Courtenay Parkway, Merritt Island, FL 32953 totaling 567 SF; and
- The access route on Heidi Lane (non-exclusive use of Public Right of Way).

The County is responsible for utility costs at the Merritt Island Service Complex. However, if the School Board modifies, alters, or otherwise improves any of the above property under license in a manner that increases the costs to the County, 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 also obtain prior written approval from the County before undertaking any improvements to the property.

The initial term is five (5) years from the Effective Date. This Agreement may be renewed up to two (2) times for five (5) years each. The School Board approved the Agreement at their November 19, 2024, meeting. In accordance with Administrative Order 29, the Agreement was reviewed and approved by the County

Attorney's Office, Risk Management, and Purchasing Services.

**Clerk to the Board Instructions:**

Please return the fully executed License Agreement to the Public Works Department.

BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS

## CONTRACT REVIEW AND APPROVAL FORM

### SECTION I - GENERAL INFORMATION

1. Contractor: N/A		2. Amount: 0.00	
3. Fund/Account #: N/A		4. Department Name: Public Works	
5. Contract Description: License Agreement with Brevard Schools re: bus parking at Merritt Island Complex			
6. Contract Monitor: Jeanette Scott		8. Contract Type:	
7. Dept/Office Director: Marc Bernath		INTERGOVT/LOCAL	
9. Type of Procurement: Other			

### SECTION II - REVIEW AND APPROVAL TO ADVERTISE

#### APPROVAL

#### COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☐☐

Purchasing

☐☐

Risk Management

☐☐

County Attorney

☐☐

### SECTION III - REVIEW AND APPROVAL TO EXECUTE

#### APPROVAL

#### COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☒☐

Scott, Jeanette

Digitally signed by Scott, Jeanette  
Date: 2024.10.09 14:52:33 -04'00'

Purchasing

☐☐

Risk Management

☒☐

Watson, Michael

Digitally signed by Watson, Michael  
Date: 2024.08.12 09:44:35 -04'00'

County Attorney

☒☐

Esseesse, Alexander

Digitally signed by Esseesse, Alexander  
Date: 2024.08.13 11:29:09 -04'00'

### SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

## CONTRACT REVIEW AND APPROVAL FORM

### SECTION I - GENERAL INFORMATION

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7. Dept/Office Director: Marc Bernath	
9. Type of Procurement: Other	

### SECTION II - REVIEW AND APPROVAL TO ADVERTISE

#### APPROVAL

#### COUNTY OFFICE

YES

NO

SIGNATURE

User Agency	<input type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

### SECTION III - REVIEW AND APPROVAL TO EXECUTE

#### APPROVAL

#### COUNTY OFFICE

YES

NO

SIGNATURE

User Agency	<input type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wall, Katherine <small>Digitally signed by Wall, Katherine Date: 2024.08.08 12:52:21 -04'00'</small>
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

### SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Kimberly.Powell@brevardclerk.us

December 4, 2024

**MEMORANDUM**

**TO:** Marc Bernath, Public Works Director

**RE:** Item F.1., Approval for a License Agreement with the School Board of Brevard County for Parking Buses at the Merritt Island County Service Complex

The Board of County Commissioners, in regular session on December 3, 2024, approved and authorized the Chairman to execute the License Agreement; and authorized the County Manager to execute any contract-related documents associated with this action, subject to approval of the County Attorney's Office, Risk Management, and Purchasing Services. Enclosed is a fully-executed License Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

*Kimberly Powell*  
Kimberly Powell, Clerk to the Board

Encl. (1)

cc: County Manager  
County Attorney  
Finance  
Budget

**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 be 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](mailto: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](mailto: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: Sean Hynes 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

Rob Feltner, Chairman

As approved by the Board: 12/3/2024

**ATTEST**

By: Rachel Sadoff  
Rachel Sadoff, Clerk

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

Alex Essee  
Alex Essee, Deputy County Attorney

Exhibit A

KEY – MERRITT ISLAND SERVICE COMPOUND

School Bus Parking Lot

Personal Vehicle Parking Spaces

Access Routes

