



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.10.

10/10/2023

### Subject:

Interlocal Agreement with the School Board of Brevard County, Re: Community Recreation Programs - All Districts

### Fiscal Impact:

Approval of this action will result in an expenditure in the amount of approximately \$1,156,386 annually.

### Dept/Office:

Parks and Recreation

### Requested Action:

It is requested the Board of County Commissioners approve the Interlocal Agreement between the School Board of Brevard County and the Board of County Commissioners for joint use of facilities and real property for the purpose of enhancing public recreational facilities within the county.

### Summary Explanation and Background:

Brevard County has enjoyed a long-term partnership for joint facility usage with the School Board of Brevard County. On October 14, 2008, in the interest of providing recreation programs to the community, the County entered into a Joint Use Agreement with the School Board. The Joint Use Agreement allows for mutual non-exclusive usage of both County and School Board facilities. The current Agreement expires on October 13, 2023.

The 2023 Interlocal Agreement, by and between the Board of County Commissioners and the School Board of Brevard County, is similar to the previous joint agreement. In the interest of providing recreation programs to the community and school related events, the County and School Board utilize each other's facilities. The Interlocal Agreement enhances leisure services and athletic venues at a significant savings to Brevard County citizens for both the Board of County Commissioners and the School Board by reducing the cost of creating and maintaining separate athletic and recreational facilities.

The School Board facilities the County currently utilizes and maintains, in part or whole, include:

- Audubon Elementary School, Merritt Island
- Gemini Elementary School, Melbourne Beach
- Hoover Middle School, Indialantic
- Jefferson Middle School, Merritt Island
- Merritt Island High School pool, Merritt Island
- MILA Elementary School, Merritt Island
- Stevenson Elementary School, Merritt Island

- Suntree Elementary School, Melbourne
- Tropical Elementary School, Merritt Island

Eight Recreation Partners, with an estimated annual participation of 73,171, use the above listed school facilities.

Continued cooperation between the County and School Board is desirable. The Agreement shall take effect upon adoption by both parties and ends ten (10) years from that date. Upon conclusion of the term, the Agreement shall automatically renew for five-year terms unless terminated sooner.

**Clerk to the Board Instructions:**

Please email Patricia Strickland at [Patricia.Strickland@brevardfl.gov](mailto:Patricia.Strickland@brevardfl.gov) [<mailto:Patricia.Strickland@brevardfl.gov>](mailto:Patricia.Strickland@brevardfl.gov) or call 321-350-9134 when the Interlocal Agreement is ready for pick up.



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

October 11, 2023

**M E M O R A N D U M**

**TO:** Mary Ellen Donner, Parks and Recreation Director

**RE:** Item F.10., Interlocal Agreement with the School Board of Brevard County for Community Recreation Programs

The Board of County Commissioners, in regular session on October 10, 2023, approved and authorized the Chair to execute Interlocal Agreement with the School Board for joint use of facilities and real property for the purpose of enhancing public recreational facilities within the County. Enclosed is the executed Interlocal Agreement.

**Upon execution by all parties and recordation, please return a fully-executed copy of the Interlocal Agreement to this office for inclusion in the official minutes.**

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

*Kimberly Powell*  
Kimberly Powell, Clerk to the Board

/tr

Encl. (1)

cc: Finance  
Budget

## INTERLOCAL AGREEMENT

This **INTERLOCAL AGREEMENT**, ("Agreement") entered into this 10<sup>th</sup> day of October 2023, by and between BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, a public corporation and governing body of the school district of Brevard County, duly created in accordance with Article IX, Section 4(b) Florida Constitution, and Chapter 230, Florida Statutes, hereinafter referred to as the "School Board".

### RECITALS

**WHEREAS**, the governing bodies of the County and the School Board are mutually interested in an adequate program of community recreation; and

**WHEREAS**, in the interest of providing the best services with the least possible expenditure of public funds, cooperation between the County and the School Board is desirable; and

**WHEREAS**, the School Board is charged with financing the operation of all educational programs within the Brevard County School District and has limited funds to expend for the development of school grounds for playgrounds or fully developed recreational facilities; and

**WHEREAS**, this joint agreement is entered into for the purpose of expanding public recreational facilities within the county; and

**WHEREAS**, said governing bodies are authorized by Chapter 57-1166 of the Special Acts of Florida to enter into mutual agreements with each other, and to do any and all things for the mutual benefit or each of said boards; and

**WHEREAS**, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, permits any political subdivision of the State of Florida to exercise jointly with another political subdivision of the State of Florida, any power, privilege, or authority which said political subdivision share in common and which each might exercise separately; and

**WHEREAS**, the acquisitions, ownerships, custody, operation, maintenance, lease or sale of real property are all permitted purposes of an interlocal agreement under the Florida Interlocal Cooperation Act of 1969; and

**WHEREAS**, political subdivisions may provide for the manner of allocating any liabilities that might be incurred through the performance of an interlocal agreement and insuring against such liabilities; and

**WHEREAS**, the County and School Board, has in the past, entered into various agreements relating to recreation and is desirous of continuing the joint use of recreational facilities; and

**WHEREAS**, this Agreement does not terminate or amend the Interlocal Agreement for Hoover Middle School entered into on April 4, 2023; and

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the County and the School Board do hereby agree to cooperate with each other in carrying out the above purposes, and to that end do hereby agree as follows:

**1.0 RECITALS.**

The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference.

**2.0 TERM.**

This Agreement shall take effect upon adoption by both parties and ends ten (10) years from that date. Upon conclusion of the term, this Agreement shall automatically renew for five-year terms unless terminated sooner.

**3.0 AMENDMENTS.**

Amendments to this Agreement may be made only by a written instrument duly executed by the Parties. The County Manager and the School Board Superintendent, upon written mutual agreement, are authorized to add and remove schools and/or parks and/or pools, and modify Addendums "A" and "B". The County Manager and School Board Superintendent may adjust fees as authorized by the Board of County Commissioners or School Board approval.

**4.0 ASSIGNMENT.**

This Agreement may not be assigned. This provision is not intended to prevent or prohibit the County or the School Board from charging an approved fee to third parties for the use of facilities.

**5.0 ATTORNEY'S FEES.**

In the event of any litigation or arbitration between the parties relating to this Agreement, each party shall bear its own attorney's fee and costs, including appellate fees and costs. The termination of the Agreement by the County or School Board by reason of default by another party shall not relieve the parties of any obligations theretofore accrued under this agreement prior to the effective date of such termination.

## **6.0 AVAILABILITY OF COUNTY FACILITIES.**

The County will strive to make available any County recreational facility to the School Board for special school events, recreational activities, athletic events and other programs when requested in writing by the Superintendent or Designee. Approval for use shall be subject to the needs of the Parks and Recreation Department and the County.

## **7.0 AVAILABILITY OF SCHOOL BOARD FACILITIES.**

The School Board will strive to make any school recreational facility available to the County for community recreational activities, when requested in writing to the School Principal by the County Parks and Recreation Department Director or designee. Approval for use shall be subject to the needs of the school and the District.

## **8.0 BREACH.**

In the event of a breach of any term in this Agreement by a party hereto, the other party shall provide written notice of such breach and allow a reasonable period of time to cure the breach; the reasonableness of the time period being determined by the circumstances and nature of the breach.

## **9.0 COMPLIANCE WITH LAWS AND POLICIES.**

The Parties shall comply with all applicable federal laws, state laws, local ordinances, and the policies and regulations of the County and the School Board.

## **10.0 COORDINATION WITH MUNICIPAL USERS.**

The County reserves the right to coordinate with the various municipalities and user groups to provide recreational activities on school property subject to the Superintendent's or designee's prior approval, but the County shall remain responsible to the School Board for the purposes of the Agreement.

## **11.0 DISPOSITION OF PROPERTY.**

It is hereby mutually agreed and understood that any improvement located thereon and not permanently attached thereto may be removed by the County or the School Board should the Agreement terminate.

## **12.0 EMPLOYEE STATUS.**

It is understood and agreed that personnel employed by the County shall be under the supervision and control of the County when using school facilities in accordance with this Agreement. The school principal shall cooperate with the Area Parks Operations

Managers in the operation of its program or in the facilities of said principal's jurisdiction. It is further understood and agreed that personnel employed by the School Board shall be under the supervision and control of the School Board when using County facilities assigned to them. The County Area Parks Operations Managers shall cooperate with the school principals in the operation of its program. Nothing in the Agreement shall be interpreted or construed to constitute employees or agents or one party to be the employees, agents, representatives of the other party. Persons employed by either party to this Agreement shall not claim against the other party for pension, Worker's Compensation, unemployment compensation, civil service, or any other employee benefit, right or privilege granted by operation of law, or otherwise. This Agreement shall not confer any third-party beneficiary status upon any employee or agent of the other party.

### **13.0 E-VERIFY.**

The County and the School Board shall comply with Chapter 448.095, Florida Statutes with regards to E-Verify.

### **14.0 EXCLUSIVE USE DURING SCHOOL HOURS.**

The recreational facilities and improvements shall be the exclusive use of the School Board during school hours or school activities during the regular or modified calendar school year. The County may have use of school facilities as provided in each memorandum of Understanding after regular school hours and after school usage and on weekends and holidays.

### **15.0 FACILITIES.**

This Agreement includes use of County operated parks and facilities and all School Board recreational facilities. This Agreement does not include Hoover Middle School, which governed by the Interlocal Agreement entered into on April 4, 2023.

### **16.0 FORMS ADDENDUM "A" AND "B".**

In addition to this Agreement, the parties intend and authorize their respective chief executive officers or their designees to enter into an Addendum "A", the school granting parks and recreation use of school facilities and/or Addendum "B" the County granting the school use of County facilities. Addendum "A" and "B" are subject to an annual review and renewal on July 1 each year. Addendum "A" and "B" are attached hereto. Use of school facilities, in addition to those provided herein, is governed by the School Board Policy 7550 Joint Use of Facilities and Policy 7510 and Policy 7510 Use of District Facilities for facility usage and County Fee Schedule. Either party may assess

the other direct costs for custodial fees, electricity and other utility costs, and for any other direct costs associated with the use of a facility.

#### **17.0 GOVERNING LAW.**

This Agreement shall be governed, interpreted and construed according to the laws of the State of Florida.

#### **18.0 IMPROVEMENTS.**

Any and all design, construction and location of any and all site improvement projects must receive approval and be coordinated with the School Board Superintendent or designee prior to installation in accordance with the School Board's rules and regulations and shall not be unreasonably denied. The County shall obtain any required permit for the infrastructure improvements. The School Board shall not charge the County for any School Board permits required for site improvement projects.

#### **19.0 HOLD HARMLESS / INDEMINIFICATION.**

The County and the School Board agree to indemnify and hold the other party harmless from all liability for any injury or damage including claims of discrimination or intentional acts or a similar magnitude which occurs on the property or in any facility pursuant to this agreement and which occurs during the course of any program or activity sponsored by the other party to this agreement. The County and School Board promise to indemnify and hold harmless also includes an obligation to assume full responsibility and expense of investigation, litigation, judgement(s), and/or settlement of any complaint, claim or legal action. As used in this paragraph, the term "County" and "School Board" includes any of its agents, third-party entities servants and employees.

**19.1** Nothing in this agreement shall be deemed as a waiver of sovereign immunity for either the County or the School Board beyond any statutory limited waiver which may have been or may be adopted by the Florida Legislature and nothing in this agreement shall 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. Nothing herein shall be construed as a waiver of the County's or School Board's sovereign immunity, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations and claims. Nothing in this agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim or cause of action which would otherwise be barred by sovereign immunity or by operation of law.

**19.2** Should any paragraph or any part of any paragraph of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a



determination shall not render void, invalid, or unenforceable any other paragraph or any part of any paragraph in this Agreement.

**19.3** The County and School Board have the option of contracting with an outside agent or third-party entity for the use of each other's property for recreational pursuits. If either party exercises this option, they shall inform the other party and obtain approval of their intentions prior to allowing the outside party the use of property owned by the other entity. Should the County and School Board exercise this option with a non-governmental agent or third-party the County / School Board shall commence a written contract with that non-governmental agent or third-party. The contract shall include both the County and School Board in indemnification, hold harmless clause and the additional insured provision of the contract. The following wording shall be in the contract:

*"The User shall indemnify and hold the Brevard County Board of County Commissioners (County and/or the School Board of Brevard County (School Board); its agents, servants and employees; harmless from all liability for any injury or damage which occurs at any and all locations on any property or in any facility made available to the User by the County or School Board pursuant to this agreement and which occurs during the course of any program or activity sponsored by the User. This agreement includes claims of intentional discriminatory acts that occur in the course of use or operation. This agreement to indemnify and hold harmless includes an obligation to indemnify and hold the County and School Board harmless for liability for any negligence on the part of the County and School Board. The User's promise to indemnify and hold harmless also includes an obligation to assume full responsibility and expense of investigation, litigation, judgement and/or settlement of any complaint, claim or legal action."*

Agents and third-party entities are defined as any individual or entity hired or contracted by the County or School Board to perform services on their behalf. An example of this would be a Recreation Partner providing Little League Baseball, Soccer and the like. A copy of the contract with the agent or third-party shall be provided to the Risk Management Department for the County and the School Board no later than 10 days after the contract is signed. Should the County or School Board fail to obtain a written contract from the third-party entity that is using the non-moving entity's property, the entity that was responsible for obtaining the written contract shall be fully and completely responsible for the cost associated with any cost, repair, damage, award, etc. Nothing herein shall be construed as a waiver of sovereign immunity or the provisions of Section 768.28 Florida Statutes.

## **20.0 INSURANCE.**

Each party shall, at all times, maintain liability insurance in amounts of \$200,000 per claimant and \$300,000 per occurrence, or such higher limits as may be imposed by any future amendments to Section 768.28 Florida Statutes. Such insurance may be provided by a self-insured reserve program.

#### **21.0 MODIFICATION TO AGREEMENT.**

This agreement may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

#### **22.0 NON-EXCLUSIVE USE.**

The County and the School Board hereby grant the non-exclusive right to use their recreational facilities jointly for purposes in accordance with the Agreement and subject to the limitations set forth herein.

#### **23.0 NOTICES.**

Any notice required to be provided herein shall be directed to the parties' chief executive officers at the following addresses:

##### **BOARD OF COUNTY COMMISSIONERS**

Office of the County Manager  
2725 Judge Fran Jamison Way  
Viera, FL 32940

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

Office of the Superintendent  
2700 Judge Fran Jamieson Way  
Viera, FL 32940

Copies of the Notices shall be mailed to the Parks and Recreation Director, 2725 Judge Fran Jamieson Way, Building B, Suite 203, Viera, Florida 32940, the Assistant Superintendent Facilities Services at 2700 Judge Fran Jamieson Way, Viera, Florida 32940. . This Agreement does not supersede or amend the Interlocal Agreement for Hoover Middle School entered into on April 4, 2023.

#### **24.0 PROVISIONS.**

The provisions of the Agreement shall supersede all provisions of the October 2008 For The Joint Use of Real Property Agreement.

#### **25.0 PUBLIC RECORDS.**

**25.1** If a request to inspect or copy public records relating to this agreement is received by the County and the School Board, such requests will be handled pursuant to Section 119, Florida Statutes and any internal County or School Board policy or procedure.

**25.2** If there are questions regarding the application of Chapter 119, Florida Statutes, the duty to provide Public Records relating to this Agreement, contact the Custodian of Public Records. Custodian of Public Records for County: Patricia Strickland, 2725 Judge Fran Jamieson Way, Building B, Suite 203, Viera, Florida 32940: [Patricia.Strickland@Brevardfl.gov](mailto:Patricia.Strickland@Brevardfl.gov) (321)633-2046. Custodian of Public Records for School Board is [recordsrequest@BrevardSchools.org](mailto:recordsrequest@BrevardSchools.org)

## **26.0 REPRESENTATIVES.**

Each party hereto reserves the right to exercise its functions hereunder through its properly designated delegates, designees or representatives.

## **27.0 SEVERABILITY.**

If any clause or provision of this agreement is illegal, invalid or unenforceable under present or future laws (the deletion of which would not adversely affect the receipt of any material benefit or substantially increase the burden of any part hereto) effective during this Term, then and that event, it is the intention of the parties that the remainder of this agreement, and the Term covered thereby, shall not be affected. All rights, powers, and privileges conferred by the agreement upon the parties shall be cumulative but restricted to those given by law.

## **28.0 TERMINATION.**

Either party can terminate this Agreement for any reason with twelve (12) months' notice prior written notice to the other party. In the event this Agreement is terminated, it is agreed that:

- A. Any permanent improvements or equipment installed by County on School Board property upon termination of this Agreement shall become the property of the School Board.
- B. Any permanent improvements or equipment installed by the School Board on County property upon termination of this Agreement shall become the property of the County.
- C. Any other equipment installed by the County on School Board property such as playground equipment, etc., upon termination of this Agreement, the County shall, at the option of the School Board, either remove this equipment or be reimbursed at the amortized cost.
- D. Any other equipment installed by the School Board on County property, upon termination of this Agreement, the Board shall, at the option of the County, either remove this equipment or be reimbursed at the amortized cost.

## **29.0 TIME OF ESSENCE.**

Time is of the essence of this agreement and each and all of its provisions.

## **30.0 USAGE.**

**30.1** The School Board will make School athletic facilities available to the County for community recreational activities after school hours, evenings, weekends and holidays.

### **30.2 Facility Use:**

A. The County, through its Parks and Recreation Director reserves the right to coordinate and enter into agreements with the various municipalities and Recreation Partners for providing recreational activities in coordination with the Assistant Superintendent of Facilities Services. When the County is not using the recreational facilities, the control and responsibility of said facilities revert to the School Board.

B. The School Board authorizes the County, or its Recreation Partners to operate concessions. Alcoholic beverages and tobacco or tobacco like products shall be prohibited. The School Board agrees that they will not be entitled to any portion of the concession revenues.

C. The facility use priority is established as

- a. School Board
- b. County including Recreation Partners
- c. Community

D. On or before July 1 of each year, the County shall provide the school principal with a usage schedule for the upcoming year. The usage schedule information shall include the name of the group or organization, their contact information and a copy of their insurance as appropriate. On or before July 1 of each year, the School principal shall provide the County with a school usage schedule for the upcoming year.

**30.3** Resolutions of Disputes. In the event of any dispute or difference arising as a result of a County recreation program being conducted at a school, said dispute or difference shall be appealed to the principal. For disputes arising from a school's use of a County facility, said dispute shall be appealed to the Area Parks Operations Manager. If the dispute cannot be resolved, the affected parties may appeal to the Parks and Recreation Director for disputes arising regarding a County use or the School Board

Athletic Director for a School Board use. If the dispute remains unresolved, the affected parties may appeal to the County Manager for disputes arising regarding a County use or the School Board Superintendent for a School Board use.

**30.4** It is understood and agreed that personnel employed by the County shall be under the supervision and control of the County when using school facilities in accordance with this agreement. Nothing in this agreement shall be interpreted or construed to constitute employees or agents of one party to be the employees, agents or representative of the other party. Persons employed by either party to the agreement shall have no claim against the other party for pension, worker's compensation, unemployment compensation, civil service, or any other employee benefit, right or privilege granted by operation of law, or otherwise. This agreement shall not confer any third-party beneficiary status upon any employee or agent of the other party. It is understood that Recreation Partners, their representatives, agents, employees and volunteers are not employees of the County.

### **31.0 VENUE AND WAIVER OF JURY TRIAL.**

The venue of any suit or proceeding brought for the enforcement of or otherwise with respect to this agreement shall always be lodged in the State Courts of the Eighteenth Judicial Circuit in and for Brevard County, Florida. To the extent permitted by law **COUNTY AND SCHOOL BOARD EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY.**

### **32.0 POOLS.**

The School Board does hereby grant non-exclusive use of the swimming pools to the County for available times and use for the following conditions:

- A. During the months in which the County uses a pool, the County agrees to share all costs related to the operation and maintenance of the pool, including custodial and maintenance personnel, equipment, chemicals and supplies, parts and labor for all repairs not considered capital improvements, and utilities to operate the pools based on actual usage. The anticipated use by the County will be approximately three (3) months. The Parks and Recreation Department's Director or designee shall verify the charges by the School Board. Costs will be calculated and billed by the School Board annually and paid by the County annually.
- B. The County shall furnish the principal of each school a schedule for use which shall be coordinated and integrated with the school's swimming programs and all of the rules of said pools. Each principal may approve or disapprove any activities scheduled on their school's grounds including the swimming pools and surrounding areas. However, in the event the principal disapproves the

County's use of District pool(s) due to unresolvable scheduling conflicts, the County may invoke the dispute resolution process outline in Section 30.3 of this Agreement up to and including the Superintendent.

- C. The County shall provide supervision and safety personnel during the time the pool is used by the County.
- D. The County shall coordinate scheduling for use of the pool by third parties so that one party's use of the pool will not conflict with any other use of the pool.
- E. The School Board reserves the right to allow other groups use of the pool for available swimming time which shall not be in conflict with any School or County activity schedule in the swimming pools. The principal of each school shall be the final authority in any scheduling conflicts.
- F. The School Board shall provide for the daily maintenance throughout the year regardless of the schedule for use by the County of said swimming pools. Said maintenance shall include the personnel and equipment necessary to clean the pool, change and/or clean the filters, and monitor and/or add the necessary chemicals to the pools and to purchase chemicals necessary for the aforementioned maintenance. No structure may be added to the pools by the County without School Board approval. No assessments may be made against the School Board to incur major capital or maintenance costs of said pool due to the County's improper, excessive or negligent use of the pool, the County agrees to reimburse the School Board for said costs.
- G. Capital improvement costs will be shared on a proportional basis based on the number of months the County uses the pool. The capital costs must be agreed upon and must be mutually beneficial. An inspection of each swimming pool will be conducted annually by the Parks and Recreation Director and the School Board Athletic Director to identify those capital improvements required and the funding sources for those improvements. This inspection will be scheduled in January of each year so that the required funding can be authorized, and the work completed in a timely manner.
- H. The principal of each school shall arbitrate differences with respect to desired water temperature when such differences occur between users of the same swimming pool and decision of the principal shall be final.
- I. At the end of usage, the swimming pool and surrounding vicinity in as good a condition as it was received, reasonable wear and tear accepted.
- J. This Agreement covers the pool, deck and facility housing the filtration and chemical treatment equipment. Arrangements for the use of restrooms or dressing rooms will be coordinated by the principal or designee and Area Parks Operations Manager or designee. The County will provide supervision during the time(s) used. The County agrees not to duplicate the key without permission from the School Board. The County shall surrender keys at any

time there is a conflict with use until such conflict is resolved or the seasonal use of the pool has ended, whichever comes first.

**BE IT FURTHER RESOLVED THAT** if any part(s) of the Agreement is in conflict with any law, statute or rule of a higher governing body, then such part(s) of this Agreement shall be deemed inoperative to the extent it conflicts therewith and shall be deemed modified to conform to such law, statute, or rule.

{Remainer of this page left blank}

IN WITNESS WHEREOF, the parties hereto by their duly authorized officers have set their hands and seals this 10<sup>th</sup> day of October, 2023.

ATTEST:

CLERK TO THE BOARD

By: 

Rachel Sadoff, Clerk

BOARD OF COUNTY  
COMMISSIONERS

By: 

Rita Pritchett, Chair

As approved by the Board on 10/10/2023.

Reviewed for legal form and content:



Justin Caron, Assistant County Attorney

SCHOOL BOARD  
OF BREVARD COUNTY, FLORIDA

By: 

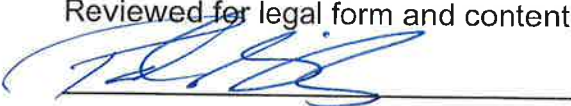
Mark J. Rendell Ed. D., Superintendent

SCHOOL BOARD  
OF BREVARD COUNTY, FLORIDA

By: 

Mathew Susin, Chair

Reviewed for legal form and content:



Paul Gibbs, General Counsel





Addendum A

Officials from Brevard County Parks & Recreation and \_\_\_\_\_ School met and agreed upon the following specific uses under the Terms and Conditions of the Joint Use Agreement between Brevard County Board of County Commissioners and the School Board of Brevard County dated October 1, 2023:

\_\_\_\_\_ School grants the Parks & Recreation Department the authority to schedule and permit the following uses at the school:

Facilities (list specific recreational facilities to be used by Brevard County):

Days/Times of Use (identify when the recreational facilities will be used by Brevard County)

Special Conditions (identify any special conditions, such as security requirements):

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Brevard County Parks & Recreation Area  
Manager

Addendum B

Officials from Brevard County Parks & Recreation and \_\_\_\_\_ School met and agreed upon the following specific uses under the Terms and Conditions of the Joint Use Agreement between Brevard County Board of County Commissioners and the School Board of Brevard County dated October 1, 2023:

The Parks and Recreation Department grants \_\_\_\_\_ School the authority to schedule and permit the following uses at \_\_\_\_\_:

Facilities (list specific recreational facilities to be used by the school):

Days/Times of Use (identify when the recreational facilities will be used by the school)

Special Conditions (identify any special conditions):

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Brevard County Parks & Recreation Area  
Manager

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

# CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

1. Contractor: School Board of Brevard County, Florida		2. Amount:
3. Fund/Account #:	4. Department Name: Parks and Recreation	
5. Contract Description: Interlocal Agreement		
6. Contract Monitor: Patricia Strickland	8. Contract Type:  INTERGOVT/LOCAL	
7. Dept/Office Director: Mary Ellen Donner		
9. Type of Procurement: Other		

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

### APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>	Donner, Mary Ellen <small>Digitally signed by Donner, Mary Ellen Date: 2023.09.08 15:44:47 -04'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Watson, Michael <small>Digitally signed by Watson, Michael Date: 2023.09.08 16:15:10 -04'00'</small>
County Attorney	<input checked="" 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"/>