

Meeting Date
12/15/2015



AGENDA	
Section	Consent
Item No.	II. C. 4

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Revised Lease Agreement between Brevard County School Board and Brevard County for the Mims/Scottsmoor Public Library replacement building
DEPT/OFFICE:	Community Services Group/Library Services Department

Requested Action:
It is requested that the Board of County Commissioners approve a new Lease agreement between Brevard County School Board and Brevard County for the Mims/Scottsmoor Public Library replacement building, and authorize the Chairman to execute the Lease.

Summary Explanation & Background:

In 1993 local resident June Horner initiated the effort to establish a public library in the Mims/Scottsmoor area. The nearest library was in Titusville, twenty-five miles south of the county line, and Ms. Horner's efforts were soon taken up by other local citizens, forming a support group—"Friends of the Library," collecting signatures, and meeting with County Commissioners and Library Board members. In response to this groundswell of support from the community, the Board of County Commissioners established the Mims/Scottsmoor Library Board in 1997.

At the time, the County had a vacant modular building available in Titusville, but there was not enough money in the budget to purchase land on which to place the building. Instead, an agreement was made with the School Board to relocate the building on the grounds of the Pinewood Elementary School in Mims. A Joint Use agreement was signed on January 13, 1998, providing a 10-year lease for the library building for \$1 per year, with two 5-year extensions possible. The County would pay to move the 14,200 square-foot modular building to the site, and would maintain it. Per the agreement, the building is shared between the County and the School Board, with 5,100 sq. feet allocated for school use and 9,100 sq. feet allocated for library use.

The Mims/Scottsmoor Library opened on January 9, 1999, with much of the interior furnishings donated by the community. Over the years many improvements and furnishings were added by the generosity and activity of the Friends of the Library and community members. However, the modular building was not designed to last more than 20 years, and by 2006 the building was deteriorating. Brevard County increased the library budget to begin funding for constructing a permanent library to replace it, but in 2007 the library budget was cut by 10% and all library construction projects were eliminated.

In 2008, the Mims/Scottsmoor Library building began to suffer serious roof and floor deterioration. The roof needed replacing, but due to insufficient funds and the age of the building, the roof was repaired and given a protective coating instead. Rotten floor panels were replaced.

Continued on Page 2

Clerk to the Board Instructions:

Exhibits Attached:

Contract /Agreement (If attached):	Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
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County Manager	Assistant County Manager	Department Director / Extension
Stockton Whitten	Assistant County Manager	Jeff Thompson
		Jeff Thompson, Library Services Director/ 633-1801

Agenda Report continued

Revised Lease for the Mims/Scottsmoor Library

In 2014 the floor was deteriorating again—and, although repairs were made, the building's condition was only getting worse. Today, the building is 27 years old—7 years beyond its designed lifespan—and needs to be replaced.

After many months of discussions with members of the Mims/Scottsmoor community, Brevard County Managers, the Facilities department, and the School Board, we propose this new lease agreement to allow us to build a new permanent library at Pinewood Elementary.

This new lease will end the current joint-use arrangement and allow us to construct a permanent library of approximately 8,000 square feet in the parking lot of the existing library. When the new library is ready for occupancy, the library will move out of the existing building and into the new building. The School Board will vacate the existing building, which will then be demolished and made into parking for the new library.

The cost estimate for the entire project is \$1.9 million. It is anticipated that design services will begin in 2016 and construction dollars are anticipated to be available in the Library Services budget over the two Fiscal Years of FY 17 and FY 18. There is no impact to the County's General Fund.

The Fiscal Impact of the new lease would be a one-time payment of \$100,000 to School Board in exchange for a 50-year lease, renewable for 25 years and will defray their costs in relocating portables for early childhood learning classes currently housed in the existing Mims/Scottsmoor library. Actual payment would be made only after the construction project itself is approved by the Board. The funds for this action are from Library Services. There is no impact on the County's General Fund.

This item is only requesting approval to proceed with the new lease. We will come to the Board to request approval to proceed with the construction of the replacement library at some future date.



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

Telephone: (321) 637-2001
Fax: (321) 264-6972

December 16, 2015

MEMORANDUM

TO: Jeff Thompson, Library Services Department Director

RE: Item II.B.4., Revised Lease Agreement with Brevard County School Board for the Mims/Scottsmoor Public Library Replacement Building

The Board of County Commissioners, in regular session on December 15, 2015, approved the new Lease Agreement with Brevard County School Board for the Mims/Scottsmoor Public Library replacement building; and authorized the Chairman to execute the Lease. Enclosed is executed Lease Agreement for your action.

Upon execution by the School Board of Brevard County, please return the fully-executed Lease Agreement to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk

/ds

Encl. (1)

cc: Contracts Administration
Finance
Budget

2/19/16
(2) originals went
back to County
Attys office for
School Board Chair to
Sign - then an original
will be sent back to us

**LEASE AND JOINT USE AGREEMENT BETWEEN THE
SCHOOL BOARD AND THE BOARD OF COUNTY COMMISSIONERS**

THIS AGREEMENT, made and entered into this 15 day of December 2015, by and between 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 320, Florida Statutes, hereinafter referred to as the "SCHOOL BOARD," and the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY."

WHEREAS, the COUNTY desires to replace the existing 14,200 square foot modular building that is on SCHOOL BOARD property at Pinewood Elementary School, located at 3757 Old Dixie Hwy, Mims, Florida, with a more permanent structure; and

WHEREAS, the existing building is shared by the COUNTY and the SCHOOL BOARD, with 9,100 square feet allocated to the COUNTY for use as the Mims/Scottsmoor Public Library (hereafter referred to as the "LIBRARY"), and 5,100 square feet allocated to the SCHOOL BOARD for use as a Community Education Center; and

WHEREAS, the proposed permanent LIBRARY will be approximately 8,000 square feet and will be for the exclusive use of the COUNTY; and

WHEREAS, the SCHOOL BOARD and the COUNTY are desirous of cooperating with each other in utilizing facilities for the education and enjoyment of children and adults; 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 necessary and desirable; and

WHEREAS, the COUNTY, as governing body of the Brevard County Free Public Library District, is authorized to contract with local agencies for provision of library services in facilities; 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 of 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 any other 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 acquisition, ownership, 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.

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 agree as follows:

1. The above recitals are true and correct and are deemed an integral part of this Agreement.

2. The SCHOOL BOARD will provide a ground lease to the COUNTY for the property with the aerial outline, legal description, and sketch attached as "Exhibit A."

3. In consideration of this lease, a one-time payment from the COUNTY of \$100,000 to the SCHOOL BOARD will be made on July 1, 2016.

4. Upon receipt of payment, the SCHOOL BOARD will have thirty (30) days to vacate the property by relocating the SCHOOL BOARD program from the existing Community Education Center to portable classroom buildings on other SCHOOL BOARD property.

5. The SCHOOL BOARD will allow the COUNTY to construct a new LIBRARY facility on the leased property. When the new LIBRARY is ready for occupancy, the COUNTY will close the existing LIBRARY and move into the new LIBRARY. The existing LIBRARY building will be demolished and a new parking lot for the LIBRARY will be constructed in this area.

6. The COUNTY shall coordinate as necessary with school staff to ensure that activities related to construction of the new LIBRARY, demolition of the existing LIBRARY and Community Education Center, and construction of the new parking lot do not interfere with school operations.

7. The COUNTY, at its expense, shall be responsible for the maintenance of the library building, parking lot, walkways and grounds within the leased area surrounding the LIBRARY, outside lighting, grounds sprinkler system, underground water lines and wastewater lines. The COUNTY reserves the right to use outside contractors for said maintenance work.

8. All tangible property purchased by the COUNTY for use at the LIBRARY shall remain under its control and responsibility, including responsibility for repair or replacement of said tangible property.

9. The COUNTY shall have exclusive control over the operation of the LIBRARY.

10. The COUNTY shall have exclusive control over the collection and disbursement of income attributable to the LIBRARY. The parties further agree and understand that all income, fines and penalties collected by the LIBRARY attributable to operation of the LIBRARY shall be held in a separate account, which funds shall be utilized solely for such purposes as requested by the Library Director and approved by the COUNTY.

11. In the event of partial or total damage by fire, or other natural disaster, at its option, the COUNTY may decide to reconstruct or relocate the LIBRARY. If appropriate, the replacement or repair of said damaged or destroyed property shall be initiated and completed as quickly as practical.

12. The COUNTY 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. Nothing in this agreement shall be deemed as a waiver of sovereign immunity of either of the parties 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.

13. This Agreement shall be for fifty (50) years, and may be renewed upon mutual consent of both parties for another twenty-five (25) years.

14. This Agreement is not assignable by either party.

15. No change, modification or waiver of any of the provisions or conditions of this Agreement shall be valid unless in writing, signed by a duly authorized representative for each party. Waiver of any breach of the Agreement, or failure to follow any provision of the Agreement, shall not be deemed a waiver of any other or subsequent breach, and shall not be considered to be a modification of the terms of this Agreement.

16. This Agreement shall be governed by the laws of the State of Florida. In the event any portion of said Agreement is declared invalid by any Court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

17. This Agreement represents the entire agreement between the parties.

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

THE COUNTY OF BREVARD

Office of the County Manager
2725 Judge Fran Jamieson Way
Viera, Florida 32940

THE SCHOOL BOARD OF
BREVARD COUNTY

Office of the Superintendent
2700 Judge Fran Jamieson Way
Viera, Florida 32940-6699

19. ATTORNEY'S FEES: In the event of any legal action to enforce the terms of this contract each party shall bear its own attorney's fees and costs.

20. This agreement shall take effect when adopted by the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY and the SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, and fully executed by their duly authorized representatives.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the say and year first above written.

The School Board of Brevard
County

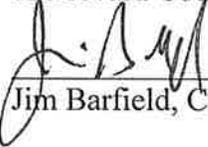
Andy Zeigler, Chairman

Date

ATTEST:

Desmond K. Blackburn,
Superintendent

Board of County Commissioners
of Brevard County, Florida



Jim Barfield, Chairman

Approved by Board 12/15/15

Date

ATTEST:



Scott Ellis, Clerk



Street Label (S4800_S2400)

— County Maintained

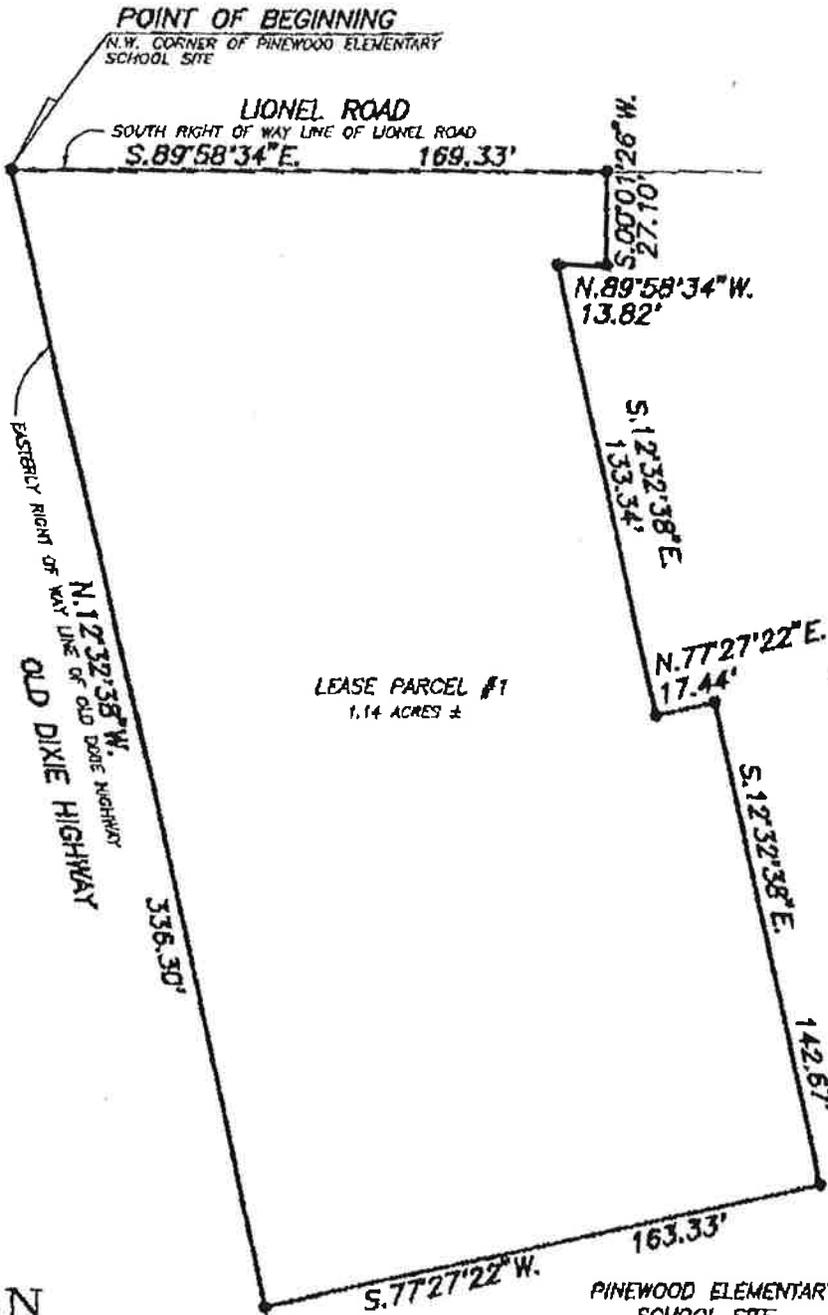
— County Maintained



December 8, 2015

SKETCH TO ACCOMPANY DESCRIPTION

NOT A BOUNDARY SURVEY



SCALE: 1"=50'

ALLEN
Engineering, Inc.
SURVEYORS - ENGINEERS
106 MOZZI LANE (P.O. BOX 351221)
COCOA BEACH, FLORIDA 32932-1521
PHONE: 407/752-7443 FAX: 407/752-0002

SEE SHEET 2 OF 2 FOR DESCRIPTION, SURVEYOR'S NOTES & CERTIFICATION.

SHEET 1 OF 2

1.	
2.	
3.	
DATE:	2-25-98
DRAWN BY:	KSC
SCALE:	1"=50'

PREPARED AND CERTIFIED FOR:
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

Attachment A, Page 3 of 3

DESCRIPTION

NOT A BOUNDARY SURVEY

DESCRIPTION: LEASE PARCEL #1

A portion of Section 6, Township 21 South, Range 35 East, being a portion of the Pinewood Elementary School site as described in Official Records Book 1001, Page 906 of the Public Records of Brevard County, Florida, being more particularly described as follows:

Begin at the Northwest corner of said Pinewood Elementary School site, said point being the intersection of the Easterly right of way line of Old Dixie Highway and the South right of way line of Lionel Road; thence S89°58'34"E, along the South right of way line of Lionel Road, a distance of 169.33 feet; thence S00°01'26"W, a distance of 27.10 feet; thence N89°58'34"W, a distance of 13.82 feet; thence S12°32'38"E, a distance of 133.34 feet; thence N77°27'22"E, a distance of 17.44 feet; thence S12°32'38"E, a distance of 142.67 feet; thence S77°27'22"W, a distance of 163.33 feet, to a point on the Easterly right of way line of Old Dixie Highway; thence N12°32'38"W, along the Easterly right of way line of Old Dixie Highway, a distance of 336.30 feet, to the POINT OF BEGINNING; Containing 1.14 acres, more or less.

SURVEYOR'S NOTES:

1. This is not a survey.
2. The bearings shown are based on the South right of way line of Lionel Road bearing S 89°58'34" E.
3. • = Denotes a change in direction (no corner found or set).

SEE SHEET 1 OF 2 FOR SKETCH OF DESCRIPTION

SHEET 2 OF 2

ALLEN
Engineering, Inc.

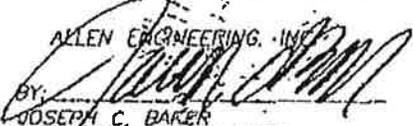
SURVEYORS - ENGINEERS
106 BLUE LANE (P.O. BOX 321821)
COCOA BEACH, FLORIDA 32931-1821
PHONE: 407/763-7443 FAX: 407/763-6902

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED PROPERTY DESCRIPTION WAS PREPARED UNDER MY DIRECTION, IN ACCORDANCE WITH ALL APPLICABLE REQUIREMENTS OF THE "MINIMUM TECHNICAL STANDARDS" FOR LAND SURVEYING IN THE STATE OF FLORIDA, DESCRIBED IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

ALLEN ENGINEERING, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

BY: 
JOSEPH C. BAKER
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION No. 4222

PREPARED AND CERTIFIED FOR:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

1.	
2.	
3.	
JOB NO. 970185	DATE: 2-25-98

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Viera, Florida 32940

THE SCHOOL BOARD OF
BREVARD COUNTY

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The School Board of Brevard
County

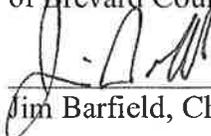
Andy Zeigler, Chairman

Date

ATTEST:

Desmond K. Blackburn,
Superintendent

Board of County Commissioners
of Brevard County, Florida

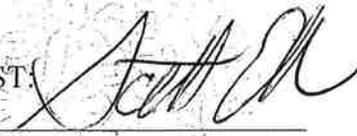


Jim Barfield, Chairman

DECEMBER 15, 2015

Date

ATTEST:



Scott Ellis, Clerk

Approved by Board: 12/15/15



Street Label (S4800_S2400)

— County Maintained

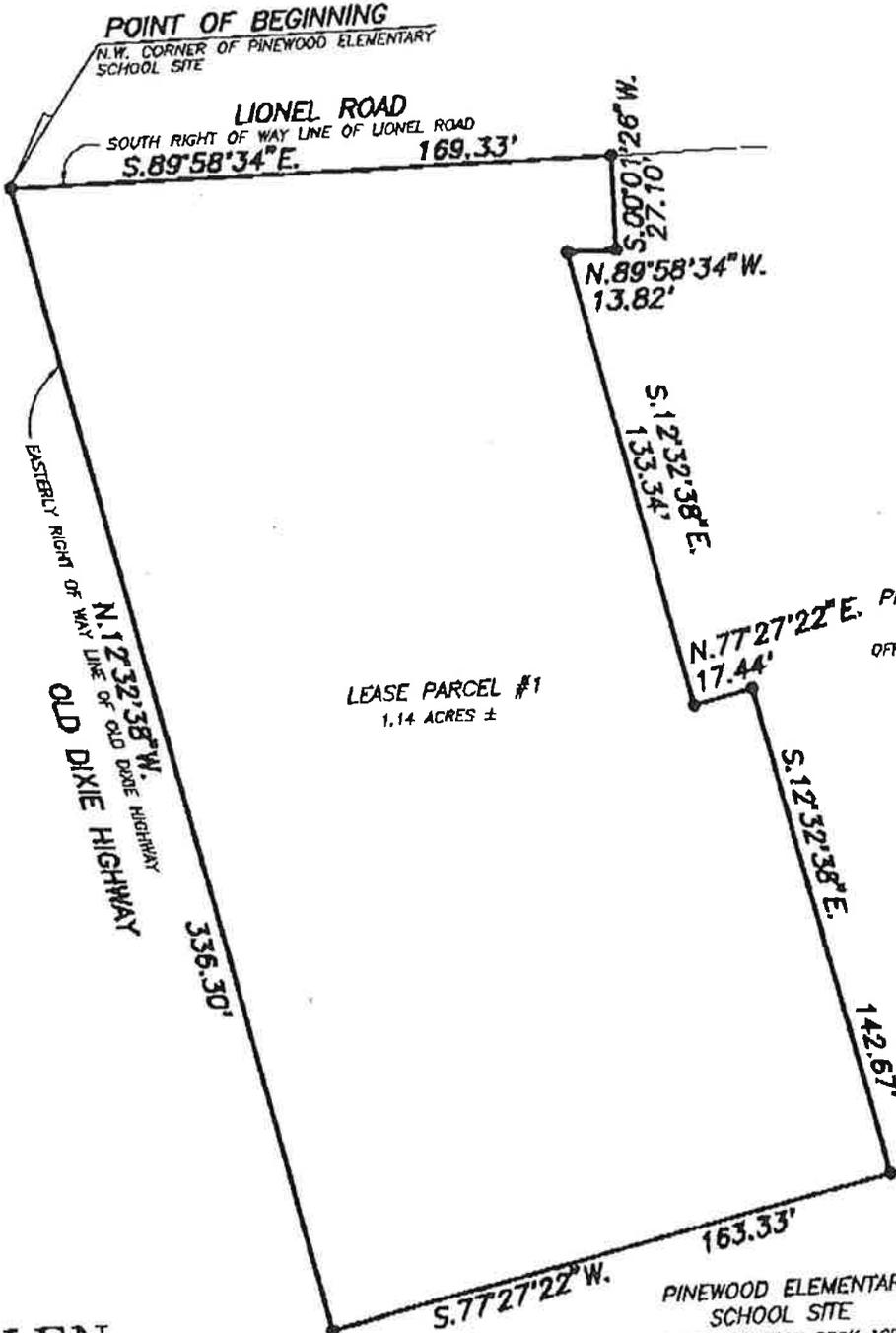
— County Maintained



December 8, 2015

SKETCH TO ACCOMPANY DESCRIPTION

NOT A BOUNDARY SURVEY



SCALE: 1"=50'

LEASE PARCEL #1
1.14 ACRES ±

PINEWOOD ELEMENTARY
SCHOOL SITE
OFFICIAL RECORDS BOOK 1001,
PAGE 906

PINEWOOD ELEMENTARY
SCHOOL SITE
OFFICIAL RECORDS BOOK 1001,
PAGE 906

ALLEN
Engineering, Inc.
SURVEYORS - ENGINEERS
106 DIXIE LANE (P.O. BOX 381321)
COCOA BEACH, FLORIDA 32932-1321
PHONE: 407/763-7443 FAX: 407/763-5902

SEE SHEET 2 OF 2 FOR DESCRIPTION, SURVEYOR'S
NOTES & CERTIFICATION.

SHEET 1 OF 2

1.	
2.	
3.	
DATE:	2-25-98
DRAWN BY:	KSC
SCALE:	1"=50'

PREPARED AND CERTIFIED FOR:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

Attachment A, Page 3 of 3

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SURVEYOR'S NOTES:

1. This is not a survey.
2. The bearings shown are based on the South right of way line of Lionel Road bearing S 89°58'34" E.
3. ● = Denotes a change in direction (no corner found or set).

SEE SHEET 1 OF 2 FOR SKETCH OF DESCRIPTION

SHEET 2 OF 2

ALLEN Engineering, Inc.

SURVEYORS - ENGINEERS
106 HILLE LANE (P.O. BOX 321821)
COCOA BEACH, FLORIDA 32932-1821
PHONE: 407/785-7443 FAX: 407/785-5002

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED PROPERTY DESCRIPTION WAS PREPARED UNDER MY DIRECTION, IN ACCORDANCE WITH ALL APPLICABLE REQUIREMENTS OF THE "MINIMUM TECHNICAL STANDARDS," FOR LAND SURVEYING IN THE STATE OF FLORIDA, DESCRIBED IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

ALLEN ENGINEERING, INC.
[Signature]

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

BY: JOSEPH C. BAKER
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION No. 4222

1.	
2.	
3.	
JOB NO. 970185	DATE: 2-25-98

PREPARED AND CERTIFIED FOR:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS