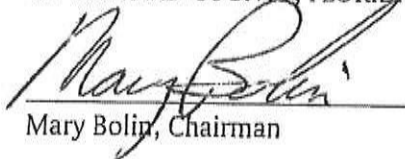


WRITTEN NOTIFICATION OF CONTRACT RENEWAL

NOTICE is hereby given to the School Board of Brevard County by the Board of County Commissioners of Brevard County, Florida, this 9th day of March, 2010, that the Agreement previously entered into by and between the School Board of Brevard County, and the Board of County Commissioners of Brevard County, Florida, under Contract No. 1385, Classification No. ZILA, dated January 13, 1998, shall be renewed, pursuant to the notification provisions set forth therein, for an additional period of ten (10) years, until March 9, 2020, under the same terms and conditions otherwise expressed therein.


BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Mary Bolin, Chairman

As Approved by the Board on: 3/9/10

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA



Dr. Brian T. Binggeli, Superintendent



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

THIS AGREEMENT, made and entered into this 13th day of January 1998, 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 230, Florida Statutes, hereinafter referred to as the "SCHOOL BOARD", and the Board of Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

WHEREAS, the COUNTY desires to place an existing 14,200 square foot modular building on SCHOOL BOARD property for use by the community (9,100 square feet to be used by the COUNTY for a library, hereafter referred to as LIBRARY, and 5,100 square feet to be used as a resource space for the community, hereafter referred to as COMMUNITY EDUCATION CENTER); and

WHEREAS, the SCHOOL BOARD is desirous of cooperating with the COUNTY 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 do hereby agree as follows:

1. The SCHOOL BOARD will provide a ground lease to the COUNTY sufficient to accommodate a 14,200 square foot facility for a LIBRARY and COMMUNITY EDUCATION CENTER and associated space for parking, drainage and retention areas, pedestrian and wheelchair access, ingress, and egress, for \$1.00 per year; and

2. The COUNTY, as governing body of the Brevard County Free Public Library District, hereby agrees to assume financial responsibilities of the operation of the LIBRARY and will include the Mims/Scottsmoor Public Library as a part of Brevard County Library System. The COUNTY will own the facility including the COMMUNITY EDUCATION CENTER, but the SCHOOL BOARD will operate it to include paying for operational expenses including utilities as later defined.

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

4. 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.

5. The COUNTY shall have exclusive control over the operation of the LIBRARY. The SCHOOL BOARD shall have exclusive control over the COMMUNITY EDUCATION CENTER.

6. 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 the 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.

7. The SCHOOL BOARD hereby agrees to pay for, and provide for electricity, heat, power, water, and all other utility services required for the operation and maintenance of the COMMUNITY EDUCATION CENTER based on a ratio of square footage use (64%) adjusted by a ratio of the hours of use comparing the COMMUNITY EDUCATION CENTER and the LIBRARY (i.e. If both are open 40 hours per week, then the ratio will be 64/36).

8. 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, which could terminate the operation of the COMMUNITY EDUCATION CENTER. If appropriate, the replacement or repair of said damaged or destroyed property shall be initiated and completed as quickly as practical, with each party cooperating and conferring with the other regarding progress and work.

9. The COUNTY shall at all times maintain liability insurance in amounts of \$100,000 per claimant and \$200,000 per occurrence, or such higher limits as may be imposed by any future amendments to Section 768.28, Florida Statutes. The SCHOOL BOARD shall likewise maintain identical amounts of coverage for any programs or activities operated on the COUNTY premises. Such insurance may be provided by a self-insurance reserve program. 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.

10. Except as otherwise provided in Paragraph 13 below, this Agreement shall be for ten (10) years and may be renewed upon mutual consent of both parties for two (2) five (5) year options.

11. This Agreement is not assignable by either party.

12. The COUNTY or the SCHOOL BOARD may terminate this Agreement upon one hundred eighty (180) days written notice to the other party.

13. 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 this 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.

14. 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.

15. The SCHOOL BOARD and the COUNTY agree not to engage in any activity which may involve a violation of any Brevard County or School Board ordinance, rule or regulation or cause any Brevard County/School Board employee to violate any Brevard County Ordinance, rule or regulation.

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

17. Any notice required to be provided herein shall be directed to the parties' chief executive officers at 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

18. 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.

19. 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 hereto have caused this Agreement to be executed in their behalf by their duly authorized representatives, so authorized the day and year hereinafter shown.

ATTEST:

As Approved By The Board On: 1-13-98
BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

Sandy Crawford
Sandy Crawford, Clerk

Helen Voltz
Helen Voltz, Chairman

ATTEST:

THE SCHOOL BOARD OF BREVARD
COUNTY, FLORIDA

David E. Sawyer
David E. Sawyer, Superintendent

William L. Powell
William L. Powell, School Board Chairman

STATE OF FLORIDA
COUNTY OF BREVARD

This 16th day of December, 1997

This is to certify that the foregoing is a
true and correct copy of Contract
Agreement witness my hand
and official seal this 14th day of

January 1998

SANDY CRAWFORD
Clerk, Circuit Court

BY *E. M. Kelly* D.E.