



Brevard County Fire Rescue



Timothy J. Mills Fire Rescue Center
1040 S. Florida Avenue
Rockledge, Florida 32955

Phone – (321) 633-2056
Fax – (321) 633-2057

TO: MARK LANGDORF, DIRECTOR
OFFICE OF RISK MANAGEMENT
BREVARD COUNTY SCHOOL BOARD

FROM: BRADLEY HALL, ASSISTANT CHIEF SUPPORT SERVICES *BH*
BREVARD COUNTY FIRE RESCUE

SUBJ: RENEWAL OF LEASE AGREEMENT BETWEEN BREVARD COUNTY AND
BREVARD COUNTY SCHOOL BOARD

DATE: JULY 21, 2014

On January 19, 2010, Brevard County entered into an agreement (attached) with the Brevard County School Board to utilize certain property of the School Board's for the purpose of operating a facility to house its employees and equipment to provide emergency medical services to Brevard County. The term of this lease agreement is for a period of five (5) years and will terminate January 19, 2015. A provision of the agreement provided that if the County is not in default, the School Board agrees to grant the County the option to renew for one successive, five (5) year term. Such option shall be exercised by the County serving notice of its intent to renew to the School Board, one hundred and eighty (180) days prior to the termination date of each term.

Brevard County Fire Rescue would like to exercise this renewal for the following covenant:

- Renew the lease agreement between Brevard County and the Brevard County School Board for one (1) five (5) year term renewal. Said renewal will be effective beginning January 19, 2015 and expire January 19, 2020.

All other sections, and/or covenants contained in the 2010 agreement remain in full force and effect.

If you are in agreement with the renewal please indicate your approval by your signature below. Should you have any questions or wish to discuss the renewal further, please do not hesitate to contact me at (321) 633-2056 or bradley.hall@brevardcounty.us.

We look forward to a continuing successful association with the Brevard County School Board.

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

BREVARD COUNTY SCHOOL BOARD

Stockton Whitten, County Manager

@ Judy R. Preston

Judy Preston, Associate Superintendent
of Financial Services

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 19 day of January 2009 by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, located at 2725 Judge Fran Jamieson Way, Viera, FL 32940 hereinafter referred to as "COUNTY," and THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, hereinafter referred to as "SCHOOL BOARD."

WITNESSETH:

WHEREAS, the COUNTY is desirous of using a certain property of the SCHOOL BOARD's for the purpose of operating a facility to house its employees and equipment utilized to provide emergency medical services to Brevard County; and

WHEREAS, the SCHOOL BOARD finds it to be in the best interest of THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, to permit the use of said property described in Section 5 attached hereto and made a part hereof by this reference, and hereinafter referred to as the "Property."

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, the SCHOOL BOARD and COUNTY agree as follows:

SECTION 1. TERM:

The term of this Lease Agreement shall be for a period of five (5) years however, the COUNTY/SCHOOL BOARD may terminate this Agreement for any reason upon providing one hundred and eighty days (180) written notice. Provided COUNTY is not in default, SCHOOL BOARD agrees to grant COUNTY an option to renew for one successive, five year term. Such option shall be exercised by

the COUNTY by serving a notice of its intent to renew to the SCHOOL BOARD, one hundred and eighty (180) days prior to the termination date of each term.

SECTION 2. NOTIFICATION:

Fire Chief
Brevard County Fire Rescue
1040 S. Florida Avenue
Rockledge, FL 32955

SECTION 3. RENTAL PAYMENT:

COUNTY agrees to pay the SCHOOL BOARD as rent for the use and occupancy of the leased property, the sum of TEN DOLLARS (\$10.00) per year, payable in advance together with any applicable sales or use tax due under state law for the rental of this property. However, said sales or use tax shall not be collected from COUNTY if COUNTY certifies in writing that it is tax exempt from state sales and use tax under the laws of the State of Florida.

SECTION 4. UTILITIES/TAXES:

The COUNTY shall be responsible for all utility charges including telephone charges, electricity, and water. COUNTY shall not be responsible for any ad valorem taxes or special assessments imposed against the property.

SECTION 5. STATION PROPERTY:

The three locations, which the SCHOOL BOARD agrees to grant the COUNTY a non-exclusive temporary use of as EMS stations, are as follows:

1. Eau Gallie High School
1400 Commodore Boulevard
Melbourne, FL 32935

2. Bayside High School
1901 DeGroot Road SW
Palm Bay, FL 32908-1206
3. Westshore Jr./Sr. High School
250 W. Brevard Drive
Melbourne, FL 32935

Said property will be no less than 100 x 100 feet section which may, at COUNTY expense and subject to the approval of the SCHOOL BOARD, have a concrete slab poured, plus parking and all necessary infrastructure improvements (i.e. tie downs, utility connections, etc.).

See exhibit's A, B, and C for a detailed description of the land and existing improved property areas leased to the COUNTY by the SCHOOL BOARD.

SECTION 6. USE OF PROPERTY:

COUNTY shall use the property to operate twenty four hours a day, seven days a week, an emergency medical services facility to house its employees and equipment to provide emergency medical service to Brevard County. COUNTY hereby agrees and understands that the use herein set forth shall be the only use allowed for the property and failure to comply with this provision shall be considered a material breach of this Agreement, whereupon the SCHOOL BOARD shall be entitled to immediately re-enter and retake possession of the property and terminate this Agreement. COUNTY shall obtain and pay for all permits required for COUNTY's occupancy of the property and shall promptly take all actions necessary to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements regulating the use by COUNTY of the property.

SECTION 7. CONDITION OF PROPERTY:

COUNTY accepts the property as of the execution of the lease in its existing condition as of such date, "as is," except, the SCHOOL BOARD warranting that, to the best of its knowledge, no

environmental or hazardous wastes or asbestos have been used, stored, transferred from, buried or authorized, upon the property.

COUNTY will not conduct or allow to be conducted any business, operations or activity on the Premises, or employ or use the Premises, to manufacture, treat, store or dispose of any hazardous substance or hazardous waste (as those terms are defined under applicable local, state or federal laws, rules or regulations, including, without limitation, petroleum, its derivatives, by-products or other hydrocarbons), or any other substance which is prohibited, controlled or regulated under applicable law, (except for those substances routinely utilized by COUNTY in performing its functions and operations as an emergency medical services facility) or which poses a threat or nuisance to safety, health or the environment.

COUNTY will provide for and be financially responsible for all maintenance and repair to existing and anticipated buildings, roadways, parking areas, grass/unimproved areas, fields, equipment, lighting, and all other land mass at or near the allotted property made available to the COUNTY. This responsibility includes any improvements such as, but not limited to buildings, parking areas etc. that may be approved for construction on the subject property and any equipment placed thereon by the COUNTY.

COUNTY agrees to accept previous COUNTY's obligation to return the property located at 215 Pioneer Avenue N.E., Palm Bay, Florida 32907, to its previous pre-use condition. Specifically the COUNTY (County) will remove the structure, existing concrete, electrical conduit, sewer and water outlets, if requested to do so by the SCHOOL BOARD.

SECTION 8. ILLEGAL, UNLAWFUL OR IMPROPER USE:

The COUNTY shall make no illegal, improper, immoral or unlawful use of the property nor will the COUNTY allow the use of the property for any purpose other than that herein above set forth. Failure of the COUNTY to comply with this provision shall be considered a material default under this Lease Agreement and subject same to immediate termination.

SECTION 9. INDEMNIFICATION AND INSURANCE:

- a. COUNTY is self-insured to the limits specified by Section 768.28, Florida Statutes.
- b. COUNTY shall be solely responsible for any liability directly attributable to the COUNTY, pursuant to and to the extent allowed by law, specifically Section 768.28, Florida Statutes.
- c. Within the limits of liability found at Section 768.28, Florida Statutes for State of Florida negligence related torts, the COUNTY shall indemnify, defend, save and hold harmless the SCHOOL BOARD, and all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of or due to negligence of the COUNTY, its officers, agents, or employees. The COUNTY shall indemnify, defend, save and hold harmless the SCHOOL BOARD and all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of or due to the negligence, intentional acts, or other similar actions not covered under F.S. 768.28 of the COUNTY, its officers, agents, or employees associated with liability exposures not covered or protected under the doctrine of Sovereign Immunity as found in Section 768.28, Florida Statutes. Neither the COUNTY nor its officers, agents, or employees shall be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the SCHOOL BOARD or any of its officers, agents, or employees. The parties agree that the use of the building and all land surrounding the building

granted as a part of this agreement for the operation of the COUNTY'S fire station on SCHOOL BOARD property shall serve as the SCHOOL BOARD's consideration for the COUNTY's indemnification provision set forth herein. The parties acknowledge that valuable consideration has been given for the provisions of this indemnity clause.

d. Nothing contained herein shall be construed as a waiver of the defense of sovereign immunity by the County or to increase its liability limits under Florida Statute 768.28.

SECTION 10. ENCUMBRANCES AND LIENS:

COUNTY shall not encumber and/or lien the property in any form or fashion whatsoever, without prior written consent of SCHOOL BOARD. Any such encumbrance and/or lien shall be secondary and inferior to any rights or claims SCHOOL BOARD may have against COUNTY. COUNTY shall pay, when due, all claims for labor and material furnished to the property when contracted for by the COUNTY. COUNTY shall give SCHOOL BOARD at least twenty (20) days prior written notice of the commencement of any work on the property, regardless of whether SCHOOL BOARD's consent to such work is required.

SECTION 11. RIGHT OF ENTRY BY SCHOOL BOARD:

The SCHOOL BOARD or its agent may at reasonable times, enter in and on the property for the purpose of inspecting such property or performing other duties as required by the terms of this Lease Agreement and the rules and regulations, ordinance or laws of the appropriate governmental agencies.

SECTION 12. COMPLIANCE WITH STATUTES:

The COUNTY shall promptly comply with all statutes, ordinances, rules, regulations and requirements of all local, state and federal governmental bodies applicable to the property, including the American with Disabilities Act.

SECTION 13. COVENANTS AGAINST ASSIGNMENTS AND SUBLETTING:

The COUNTY, its successors or assigns will not assign or sublet any of the leased property nor allow the same to be assigned by operation of law or otherwise, without the express written consent of the SCHOOL BOARD.

SECTION 14. DEFAULT:

COUNTY understands and agrees that this Agreement is made upon the express condition that should the COUNTY fail or neglect to perform or observe any material covenants herein contained, or fail to use property for the purpose designated herein for a period of thirty (30) days, this Agreement shall, at the option of the SCHOOL BOARD become null and void upon thirty (30) days written notice to the COUNTY.

SECTION 15. MISCELLANEOUS PROVISIONS:

COUNTY promises, and it is a condition to the continuance of this lease, that there will be no discrimination against or segregation of any person or group of persons on the basis of race, color, sex, creed, national origin, age, disability or ancestry in the leasing, sub-leasing, transferring, occupancy, tenure or use of the property or any portion thereof.

SECTION 16. ATTORNEY'S FEES:

In the event of any litigation between the parties arising out of this contract, each party shall bear its own attorney's fees and costs.

SECTION 17. SURRENDER:

Upon payment by the COUNTY of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions of COUNTY's part to be observed and performed, COUNTY shall peaceably and quietly hold and enjoy the leased premises for the term hereby demised without hindrance or interruption by SCHOOL BOARD or any other person or persons lawfully or equitably claiming by, through or under the SCHOOL BOARD, subject nevertheless, to the term and conditions of this lease.

SECTION 18. NOTICE PURSUANT TO FLORIDA LAW:

Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Health Unit.

SECTION 19. SEVERABILITY:

If any section, paragraph, sentence, clause, phrase, or word of this contract, is for any reason held by a Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this contract.

SECTION 20. GOVERNING LAWS:

This Agreement shall be construed and interpreted under the laws of the State of Florida.

SECTION 21. VENUE:

Venue for any action brought pursuant to the Agreement shall be in Brevard County, Florida.

SECTION 22. NO WAIVER:

No section or provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing signed by SCHOOL BOARD. The failure of SCHOOL BOARD to insist upon the strict performance of this Agreement, or the failure of SCHOOL BOARD to exercise any right, option or remedy herein contained shall not be construed as a waiver of any right, option or remedy SCHOOL BOARD may have under this Agreement or as a waiver of a subsequent breach thereof.

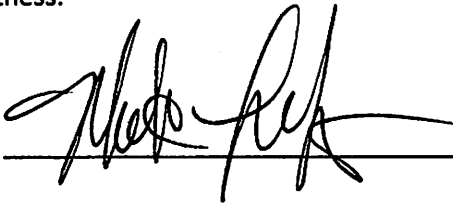
SECTION 23. ENTIRE AGREEMENT:

This Agreement, including the Exhibits, Riders, and/or addenda, if any, attached hereto, sets forth the entire Agreement between the parties. This Agreement shall not be modified except by a writing executed to by all parties.

IN WITNESS WHEREOF, the SCHOOL BOARD and COUNTY have hereunto set their hands and seals on the day and year first above written.

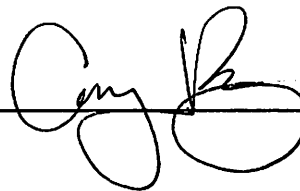
Witness:

BY:




THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

BY:



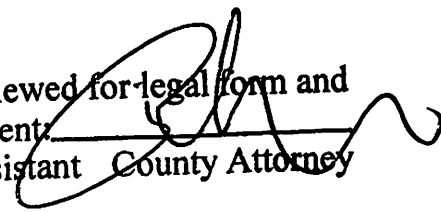
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

BY:



Howard Tipton, County Manager

Reviewed for legal form and
content.
Assistant County Attorney



LEGAL DESCRIPTION

SECTION 24, TOWNSHIP 29 SOUTH, RANGE 36 EAST
 OWNER: The School Board of Brevard County, Florida.

NOT VALID WITHOUT
 SHEET 2 OF 2

PURPOSE OF SKETCH: Lease Agreement between the Board of County Commissioners and The School Board for the Fire Station #89 property.

Legal Description: (Prepared by Surveyor, October 2009)

Fire Station #89 at Bayside High School - Palm Bay

A parcel of land located in a portion of the land described in Official Records Book 3608 Page 3887, Section 24, Township 29 South, Range 36 East, Public Records of Brevard County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the land described in the aforesaid Official Records Book 3608, Page 3887; thence southerly along the west line of the aforesaid Official Records Book 3608, Page 3887 through the following three courses; S00°16'45"E, a distance of 825.11 feet to the point of curvature of a curve concave easterly, and having a radius of 1000.00 feet; thence southerly along the arc of said curve to the left, a distance of 271.31 feet and through a central angle of 15°32'42" to a point of tangency; thence S15°49'27"E a distance of 724.13 feet ; thence departing said west line, run N74°45'27"E a distance of 40.00 feet to the Point of Beginning of the herein described parcel of land; thence continue N74°45'27"E a distance of 302.95 feet; thence S14°05'52"E a distance of 180.49 feet ; thence S89°43'15"W a distance of 245.22 feet; thence S73°32'58"W a distance of 61.24 feet to the East Right of Way Line of DeGrootd Road; thence N15°49'27"W along said Right of Way line, a distance of 118.45 feet to the Point of Beginning: Containing 0.984 acres, more or less.

SURVEYORS NOTES:

1. The sketch, (sheet 2 of 2), is not a survey of any type but rather a graphic depiction of the legal description shown herein.
2. The bearings shown hereon are based on assumed north referenced to the centerline of the right of way of Degrootd Road, which bears S 00° 16'45" E, as described in Official Records Book 3608, page 3887, public records of Brevard County, Florida.
3. No instruments of record and/or title commitment reflecting existing easements, rights of way and restrictions of record were provided to this surveyor. The information shown on the sketch is based on the Official Records Book 3608, Page 3887 described in note 2 above.
4. The purpose of this sketch and description is to describe a parcel of land for which Fire Station #89 currently operates. This sketch a description is to be inserted into the Lease Agreement between the Board of County Commisioners and the School Board.

PREPARED FOR: BREVARD COUNTY FIRE RESCUE
 Jennifer Wyman
 Admin. Support Specialist


 SUSAN G. JACKSON, PSM NO. 4537 NOT
 VALID UNLESS SIGNED AND SEALED

PREPARED BY: BREVARD COUNTY PUBLIC WORKS DEPARTMENT – SURVEYING & MAPPING DIVISION

ADDRESS: 2725 JUDGE FRAN JAMIESON WAY BUILDING A, SUITE A220 VIERA, FL. 32940

PHONE: (321) 633-2080, FAX: (321) 633-2083, E-MAIL: susan.jackson@brevardcounty.us

DRAWN BY: D. RICHTER

CHECKED BY: VITALE/JACKSON

DRAWING NO. 09-08-053

SECTION 24

TOWNSHIP 29 SOUTH

DATE 10/15/2009

SHEET 1 OF 2

REVISIONS _____

RANGE 36 EAST

Point of Commencement

Northwest Corner of the land described in ORB 3608, Page 3887

SKETCH OF DESCRIPTION

THIS IS NOT A SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN.
PURPOSE: LEASE AGREEMENT BETWEEN BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS AND THE SCHOOL BOARD

SHEET 2 OF 2

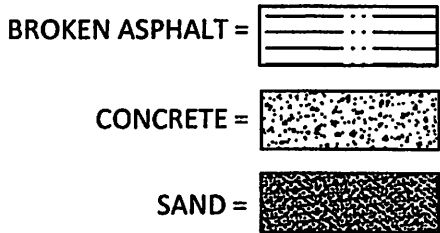
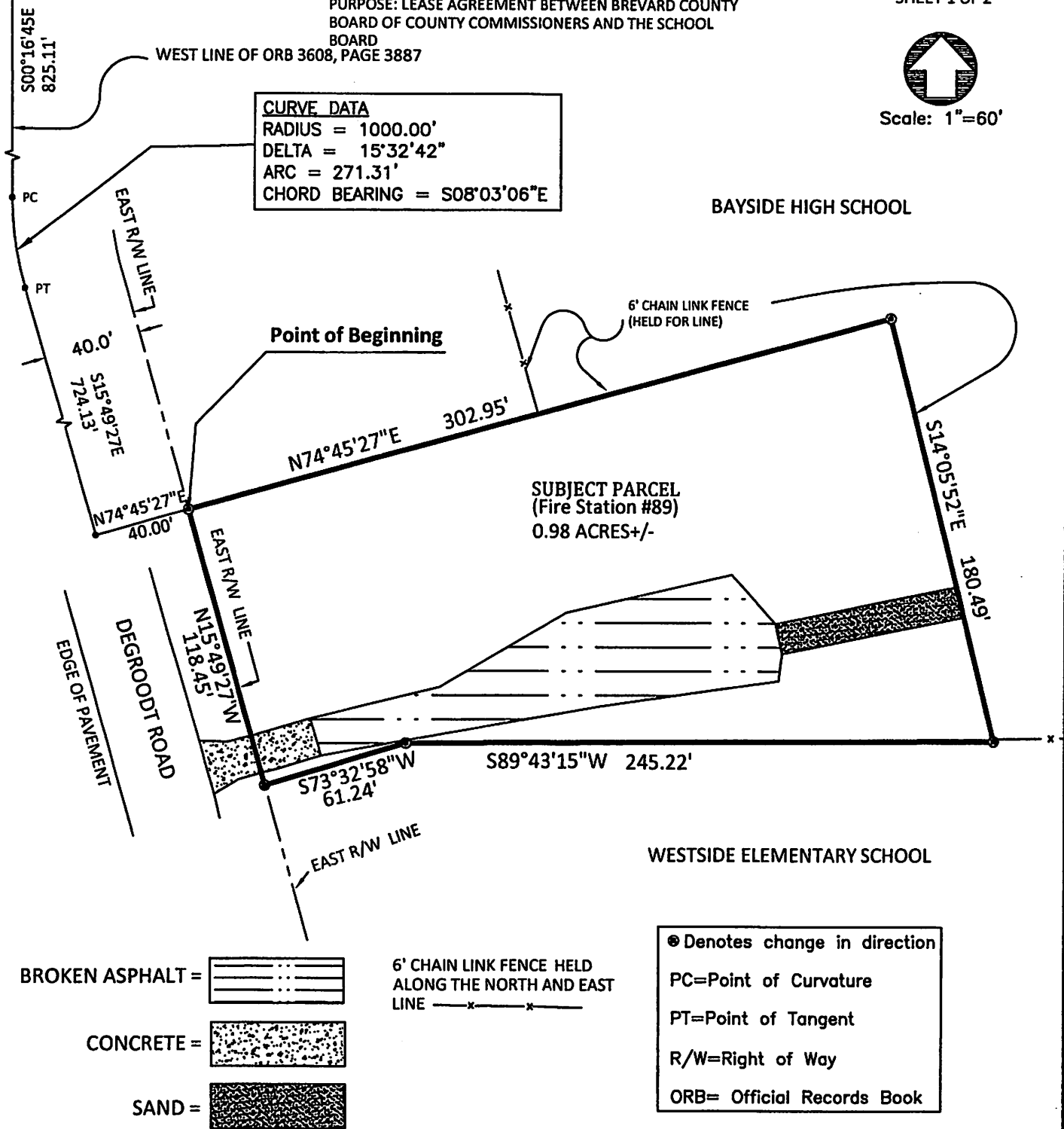
NOT VALID WITHOUT SHEET 1 OF 2



Scale: 1"=60'

CURVE DATA
RADIUS = 1000.00'
DELTA = 15°32'42"
ARC = 271.31'
CHORD BEARING = S08°03'06"E

BAYSIDE HIGH SCHOOL



6' CHAIN LINK FENCE HELD ALONG THE NORTH AND EAST LINE — x — x —

⊙ Denotes change in direction
PC=Point of Curvature
PT=Point of Tangent
R/W=Right of Way
ORB= Official Records Book

PREPARED BY: BREVARD COUNTY PUBLIC WORKS DEPARTMENT - SURVEYING & MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY BUILDING A, SUITE A220 VIERA, FL. 32940
PHONE: (321) 633-2080, FAX: (321) 633-2083, E-MAIL: susan.jackson@brevardcounty.us

DRAWN BY: <u>D. RICHTER</u>	CHECKED BY: <u>VITALE/JACKSON</u>	DRAWING NO. <u>09-04-030</u>	SECTION <u>24</u>
DATE <u>10/15/2009</u>	SHEET <u>2</u> OF <u>2</u>	REVISIONS _____	TOWNSHIP <u>29</u> SOUTH
			RANGE <u>36</u> EAST