

INTERLOCAL AGREEMENT

THIS AGREEMENT entered into the ____ day of _____, 2020 by and between the CITY OF SATELLITE BEACH, a Florida municipal corporation, located at 565 Cassia Boulevard, Satellite Beach, FL 32937 (“the City”), and the SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, located at 2700 Judge Fran Jamieson Way, Viera, FL 32940 (“the Board”).

WITNESSETH:

WHEREAS, the Board is the owner of the property upon which Holland Elementary School, DeLaura Middle School and Satellite High School is located within the City (“the property”); and

WHEREAS, a portion of the property is, and has been, used for the approximate north half of the roadway known as Jackson Avenue within the City from the eastern boundary of DeLaura Court west to the western boundary of Holland Court, which roadway is located adjacent to and south of the property, as well as used for other road and right-of-way improvements related to Jackson Avenue; and

WHEREAS, the City has requested a dedication from the Board for the portion of the property currently being utilized as the right-of-way for Jackson Avenue (being the approximate centerline of Jackson Avenue and north therefrom) from the eastern boundary of DeLaura Court to the western boundary of Holland Court as shown and more particularly described in “Exhibit A” attached hereto, for the purpose of recognizing the actions of the City in constructing and maintaining Jackson Avenue, constructing all improvements within the Jackson Avenue right-of-way corridor, specifically including, but not limited to, stormwater structures and streetscape purposes, as well as relocating and enlarging the current sidewalk located directly adjacent to Jackson Avenue, which sidewalk is used by students and the public for among other purposes, to transit/walk to Holland Elementary School, DeLaura Middle School and Satellite High School; and

WHEREAS, the City has further requested a dedication from the Board for a portion of the property located on the first baseball field east of Holland Court abutting Jackson Avenue, as shown and more particularly described in “Exhibit B”, attached hereto, for the purpose of treating and attenuating stormwater from the City owned property located at the northeast corner of the DeLaura Court and Jackson Avenue intersection, a/k/a 240 Jackson Avenue (“City Site”); and

WHEREAS, in consideration of such requests, the City proposes to pay for the continued maintenance of the north half of Jackson Avenue, pay for future relocation and enlargement of the sidewalk, and to maintain those areas north of any sidewalk and south of Board’s fence line near the resulting post-dedication south boundary line from the west property line of the City Site to Holland Court; and

WHEREAS, the parties are generally authorized to enter into this Interlocal Agreement pursuant to §163.01, Florida Statutes, and specifically as it relates to mutual benefits and efficiencies between school boards and local governments pursuant to §163.31777(2)(g), Florida Statutes; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. INCORPORATION. The foregoing recitations are true and correct, and by this reference are incorporated herein.

2. PROPERTY DEDICATION ON DELAURA COURT AND JACKSON AVENUE. Simultaneous with the execution of this Agreement, the Board shall dedicate that portion of the property described in "Exhibit A" attached hereto, to the City for public right-of-way, sidewalk, streetscape, stormwater and other public improvement purposes.

3. STORMWATER TRACT DEDICATION. Simultaneous with the execution of this Agreement, the Board shall dedicate the piece of property described in "Exhibit B" attached hereto, to the City for all stormwater purposes. The stormwater tract will include a wet retention pond to be constructed at the sole expense of the City stormwater purposes. Additionally, the tract includes a dry retention area currently used for Board stormwater purposes. Within six (6) months of the effective date of this agreement, the City will grant a perpetual stormwater easement to the Board over the portion of the stormwater tract used for Board stormwater purposes. Within one (1) year of the effective date of this agreement, the City will construct the stormwater structure and will provide landscaping to meet or exceed minimum City Code standards. All maintenance, repair and replacement of the stormwater tract and improvements within the tract, as well as all costs related thereto, shall be the sole responsibility of the City. The parties acknowledge and agree that the City will install two (2) batting cages at its sole cost on Board property within one (1) year of the effective date of this agreement and will meet the standards and location requirements set by the Board. The batting cages will be the subject of a joint use agreement to be executed by and between the parties prior to construction of the batting cages.

4. ACCEPTANCE OF DEDICATIONS. By executing this Agreement, the City accepts the dedications made by the Board (or which may be made by the Board) as depicted in "Exhibit A" and "Exhibit B".

5. TEMPORARY CONSTRUCTION EASEMENT. Upon mobilization for the construction of the stormwater facilities along Jackson Avenue and/or the offsite stormwater structure, the Board shall provide a temporary construction easement to the City for the appointed contractor to construct and install the stormwater facilities along Jackson Avenue, and to construct the offsite stormwater structure depicted in "Exhibit B". Legal, specific descriptions of the exact temporary construction easement boundaries will be provided in formal documentation at a later date via more detailed design/site plans. At such time as the City begins

mobilization for the relocation and enlargement of the sidewalks, the Board shall provide a temporary construction easement to the City, if necessary, for the appointed contractor to construct, relocate and enlarge the sidewalk improvements, including but not limited to, demolition and removal of the existing sidewalk and any underlying base for the sidewalk.

6. **CROSS ACCESS EASEMENT ARRANGEMENT.** Upon completion of the stormwater facilities along Jackson Avenue ("Exhibit A"), the Board shall provide a cross access easement to the City along the eastern boundary of Satellite High School, connecting DeLaura Court between Scorpion Court and Jackson Avenue for vehicular and pedestrian access to the fire station, public works, and for general public vehicular and pedestrian traffic.

7. **BOARD IMPROVEMENTS.** Any Board improvement located within the dedication areas, unless otherwise provided in this agreement, will be reconstructed by the City at its sole cost on Board property and will meet the standards and location requirements set by the Board. These improvements include, but are not limited to, the long jump area, shot put area, and other improvements within the dedicated areas.

8. **FENCING.** Upon completion of the off-site stormwater structure and Jackson Avenue stormwater structures/improvements ("Exhibit B"), the City shall construct a new fence at its sole cost to be located around the perimeter of the off-site stormwater structure adjacent to Board property. The City shall replace the fence currently in place near the north line of the "Exhibit A". Upon completion of the fence, all maintenance, repair and replacement of same, as well as all costs related thereto, shall be the sole responsibility of the Board, unless the City needs to move the fence while undertaking any work on the off-site stormwater structure in which event such costs shall be borne by the City. In the event the City deems it necessary to move the fence to perform such work, the Board shall grant the City a temporary construction easement to perform such work. Temporary fencing will be maintained at all times when students are on campus and will meet the standards and location requirements set by the Board.

9. **SIGNS.** The City agrees to remove all signage owned by the Board currently located within "Exhibit A" at such time as the City commences any work that necessitates the removal of such signage. Upon completion of the relocation of the fence contemplated by this Agreement, the City shall reinstall any signs owned by the Board in the right-of-way at approximately the same locations as such signs were located prior to the work by the City. The City shall not be required to reattach any signs affixed, either temporarily or permanently, to any fence. It is expressly acknowledged by the Board that the City does not intend to remove and/or relocate the current "DeLaura Middle School" sign, it being the intent of the City to work around the current location of that sign when performing any activities within the "Exhibit A". Within 6 months of the effective date of this agreement, the City shall grant a perpetual easement for location and future replacement of any Board owned signs that will be located in the dedicated areas shown in "Exhibit A" and "Exhibit B."

10. **GATES/ACCESS POINTS.** At such time as the City reconstructs the fence, it shall replace the same number of gates in existence at the time this agreement is executed per the

standards and in such locations designated by the Board. The same number of driveway access points will be provided for access from the Board property to the Jackson Avenue right-of-way. All costs for driveways, curb cuts, stormwater structures that are located within the dedicated areas that are affected by any future right of way improvements will be reconstructed at the sole cost of the City during the future right of way improvement projects.

11. **EXISTING BASKETBALL COURTS.** The parties acknowledge and agree that the City will be removing, in whole or in part, the four basketball courts immediately adjacent to the current fence line north of Jackson Avenue, and will rebuild/construct two new basketball courts at its sole cost within one (1) year of the effective date of this agreement. The two new basketball courts will meet the standards and location requirements of the Board. The replacement of the two basketball courts will be the subject of a joint use agreement to be executed by and between the parties prior to construction of the basketball courts. The parties acknowledge the City has agreed to replace the remaining two basketball courts in five (5) years, which courts shall be the subject of joint use agreement to be executed prior to construction. The new basketball courts will be constructed at the sole cost of the City and will meet the standards and location requirements set by the Board.

12. **NOTICES.** All notices, requests, demands, and other communications which are required or may be given under this agreement shall be in writing and shall be deemed to have been duly given if personally delivered or by depositing same in first class mail, postage paid by certified mail:

CITY:

City Manager
City of Satellite Beach
565 Cassia Boulevard
Satellite Beach, FL 32937

BOARD:

Superintendent
School Board of Brevard County
2700 Judge Fran Jamieson Way
Melbourne, FL 32940

Or to such other addresses such by notice in writing to any other parties.

13. **BINDING EFFECT.** This Agreement, including the exhibits and all documents and papers delivered pursuant hereto, and any written amendments hereto executed by the parties to this agreement constitute the entire agreement between the parties and supersedes all prior agreements and understandings, oral or written, among the parties to this agreement with respect to the subject matter hereof. This Agreement may be amended only by written agreement approved and executed with the same formalities as this Agreement by both parties.

14. **DELIVERY OF DOCUMENTS.** The Board and City will execute and deliver or cause to be executed and delivered such additional or further documents or instruments

as the other party may reasonably request for the purpose of carrying out the matters contemplated by this agreement, specifically including but not limited to, the easements noted herein.

15. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed original.

16. ATTORNEY'S FEES. In the event any litigation arises out of this Agreement or under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including attorney's fees for any appeal.

17. GOVERNING LAW. The validity, construction and enforcement and the remedies under this agreement shall be governed in accordance with the laws of the State of Florida, and venue of any proceedings shall be Brevard County, Florida.

18. SAVINGS CLAUSE. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

19. EFFECTIVE DATE. This Agreement shall be effective upon its execution by both the City and the Board.

20. INDEMNIFICATION. The Board and the City acknowledge that each entity is an agency or subdivision of the State of Florida. To the extent permitted in Section 768.28(19), Florida Statutes, the City shall indemnify, defend, and hold harmless, and free from the liability, the Board, its officers, agents, or employees while acting as such from all damages, costs and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the use of the facilities except to the extent caused by the sole negligence of the Board. Nothing herein is intended to waive the rights, privileges, and immunities or the sovereign immunity of the Board or the City except to the extent waived by Section 768.28, Florida Statutes.

[The remainder of this page is intentionally left blank.

Signatures begin on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on the date first above written.

Signed, sealed and delivered
in the presence of:

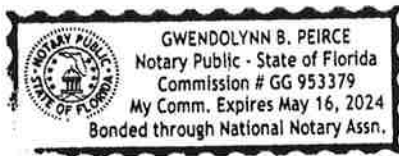
CITY OF SATELLITE BEACH

Krista L Ellingsen
Print Name: Krista L Ellingsen
Sharon Williams
Print Name: Sharon Williams

By: Frank Catino
Name: Frank Catino
Title: Mayor

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of physical appearance this 20th day of July, 2020, by Frank Catino, as Mayor of the CITY OF SATELLITE BEACH, on behalf of the CITY. Said person is (check one) personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: N/A



Gwendolynn B Peirce
Print Name: Gwendolynn B. Peirce
Notary Public, State of Florida
Commission No.: GG 953379
My Commission Expires: May 16, 2024

Signed, sealed and delivered
in the presence of:

SCHOOL BOARD OF BREVARD COUNTY,
FLORIDA

Print Name: _____

By: _____

Name: _____

Print Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of physical appearance this ___ day of _____, 2020, by _____, as _____ of the SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, a political subdivision of the state of Florida, on behalf of the School Board. Said person is (check one) personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____.

Print Name: _____

Notary Public, State of _____

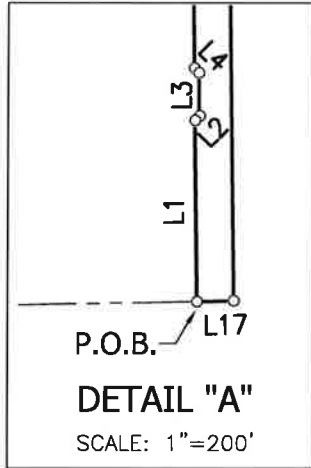
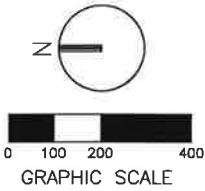
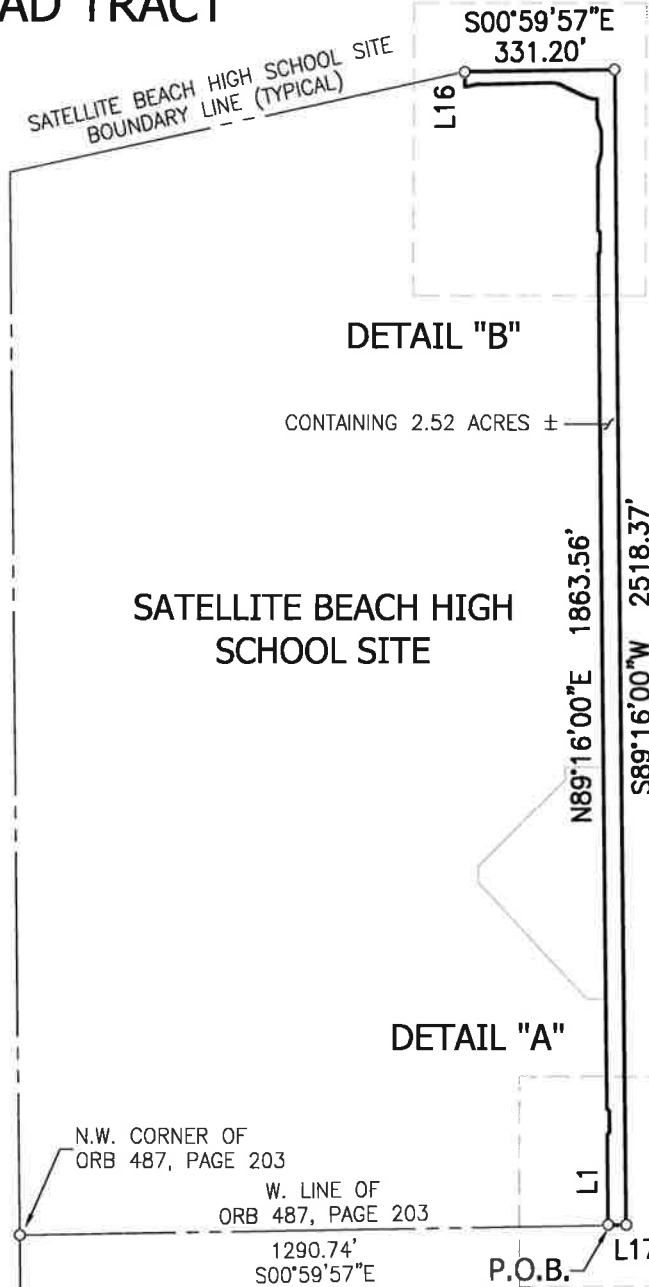
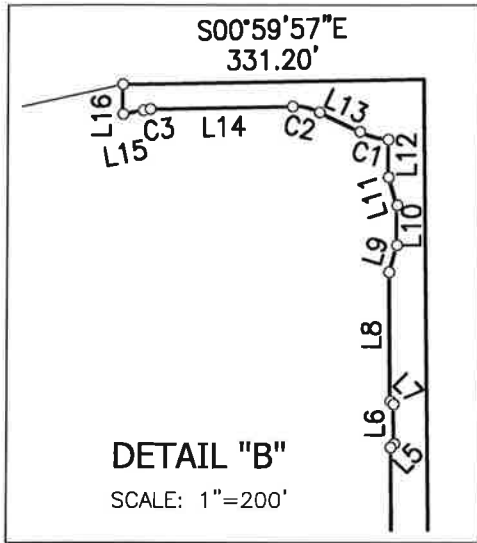
Commission No.: _____

My Commission Expires: _____

SKETCH TO ACCOMPANY DESCRIPTION

NOT A BOUNDARY SURVEY

ROAD TRACT



MATCHLINE
SEE BELOW



P.O.C.
N.W. CORNER OF SECTION 35

ALLEN
Engineering, Inc.

SURVEYORS - ENGINEERS
106 DIXIE LANE
COCOA BEACH, FLORIDA 32931

TELEPHONE: (321)783-7443 - FAX: (321)783-5902

WEBSITE: www.alleneng.net - EMAIL: bsalmon@alleneng.net

MATCHLINE
SEE ABOVE

ABBREVIATIONS:

ORB OFFICIAL RECORDS BOOK
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

EXHIBIT "A"
SHEET 1 OF 3

SEE SHEET 3 FOR DESCRIPTION, SURVEYOR'S CERTIFICATION & NOTES
SEE SHEET 2 FOR TABLES TO ACCOMPANY THE SKETCH

PREPARED AND CERTIFIED FOR:

CITY OF SATELLITE BEACH

DATE: 4-16-20

DRAWN BY: DJG

JOB NO. 190053

SCALE: 1"=400'

SKETCH TO ACCOMPANY DESCRIPTION

NOT A BOUNDARY SURVEY

ROAD TRACT

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N89°16'00"E	197.14'
L2	S45°45'31"E	7.08'
L3	N89°16'00"E	47.02'
L4	N44°14'29"E	7.08'
L5	S46°10'00"E	5.25'
L6	N88°50'00"E	43.36'
L7	N43°50'00"E	4.71'
L8	N89°16'00"E	140.70'
L9	S74°08'23"E	30.64'
L10	S89°59'59"E	43.67'
L11	N72°17'42"E	31.89'
L12	N89°16'00"E	41.05'
L13	N25°16'20"E	49.02'
L14	N01°11'59"W	156.72'
L15	N11°21'28"W	22.56'
L16	N89°16'00"E	32.72'
L17	N00°59'57"W	40.00'

CURVE TABLE

CURVE #	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	71.43'	25°58'58"	32.39'	32.11'	N14°51'29"E
C2	54.49'	32°46'27"	31.17'	30.75'	N12°41'29"E
C3	73.57'	5°49'15"	7.47'	7.47'	N07°56'06"W



SURVEYORS - ENGINEERS
106 DIXIE LANE
COCOA BEACH, FLORIDA 32931

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WEBSITE: www.alleneng.net - EMAIL: bsalmon@alleneng.net

EXHIBIT "A"
SHEET 2 OF 3

SEE SHEET 1 FOR THE SKETCH TO ACCOMPANY TABLES

PREPARED AND CERTIFIED FOR:

CITY OF SATELLITE BEACH

3.	
2.	
1.	
DATE: 4-16-20	DRAWN BY: DJG
JOB NO. 190053	SCALE: 1"=400'

DESCRIPTION

NOT A BOUNDARY SURVEY

ROAD TRACT

DESCRIPTION:

A Tract of Land lying in Section 35, Township 26, South, Range 37 East, City of Satellite Beach, Brevard County, Florida, also being a portion of that Parcel described in Official Records Book 487, Page 203 of the Public Records of Brevard County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 35 thence N.89°15'22"E, along the North line of said Section 35, a distance of 992.53 feet, to the Northwest Corner of that Parcel described in said Warranty Deed; thence S.00°59'57"E, along the West line of said Parcel, a distance of 1,290.74 feet; to the POINT OF BEGINNING ; thence N.89°16'00"E., a distance of 197.14 feet; thence S.45°45'31"E., a distance of 7.08 feet; thence N.89°16'00"E., a distance of 47.02 feet; thence N.44°14'29"E., a distance of 7.08 feet; thence N.89°16'00"E., a distance of 1,863.56 feet; thence S.46°10'00"E., a distance of 5.25 feet; thence N.88°50'00"E., a distance of 43.36 feet; thence N.43°50'00"E., a distance of 4.71 feet; thence N.89°16'00"E., a distance of 140.70 feet; thence S.74°08'23"E., a distance of 30.64 feet; thence S.89°59'59"E., a distance of 43.67 feet; thence N.72°17'42"E., a distance of 31.89 feet; thence N.89°16'00"E., a distance of 41.05 feet to the point of curve of a non-tangent curve to the right, of which the radius point lies S.88°08'00"E., a radial distance of 71.43 feet; thence Northerly along the arc, through a central angle of 25°58'58", a distance of 32.39 feet; thence N.25°16'20"E., a distance of 49.02 feet to the point of curve of a non-tangent curve to the left, of which the radius point lies N.60°55'17"W., a radial distance of 54.49 feet; thence Northerly along the arc, through a central angle of 32°46'27", a distance of 31.17 feet; thence N.01°11'59"W., a distance of 156.72 feet to the point of curve of a non-tangent curve to the left, of which the radius point lies S.84°58'32"W., a radial distance of 73.57 feet; thence Northerly along the arc, through a central angle of 05°49'15", a distance of 7.47 feet; thence N.11°21'28"W., a distance of 22.56 feet; thence N.89°56'00"E., a distance of 32.73 feet, to the East line of said Parcel; thence S.00°59'57"E, along said East line, a distance of 331.20 feet to the Southeast corner of said Parcel; thence S.89°16'00"W, along said South line, a distance of 2,518.37 feet, to the Southwest corner of said Parcel; thence N.00°59'57"W., a distance of 40.00 feet to the POINT OF BEGINNING. Containing 2.52 acres, more or less.

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. The bearings shown hereon are based on a bearing of N.89°15'22"E, along the North line of Section 35.
3. ○ = Denotes change in direction (no corner found or set).

SEE SHEET 1 FOR THE SKETCH TO ACCOMPANY THIS DESCRIPTION

SURVEYOR'S CERTIFICATION:

I hereby certify that the attached Property Description was prepared under my direction, in accordance with all applicable requirements of the "Standards of Practice for Land Surveys in Florida" as described in Chapter 5J-17 Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.

EXHIBIT "A"
SHEET 3 OF 3



SURVEYORS - ENGINEERS
106 DIXIE LANE
COCOA BEACH, FLORIDA 32931

TELEPHONE: (321)783-7443 - FAX: (321)783-5902

WEBSITE: www.alleneng.net - EMAIL: bsalmon@alleneng.net

ALLEN ENGINEERING, INC.

BY: _____
ROBERT M. SALMON
Professional Surveyor & Mapper
Florida Registration No. 4262

Not valid without the
signature and the original
raised seal of a Florida
licensed surveyor and mapper.

PREPARED AND CERTIFIED FOR:

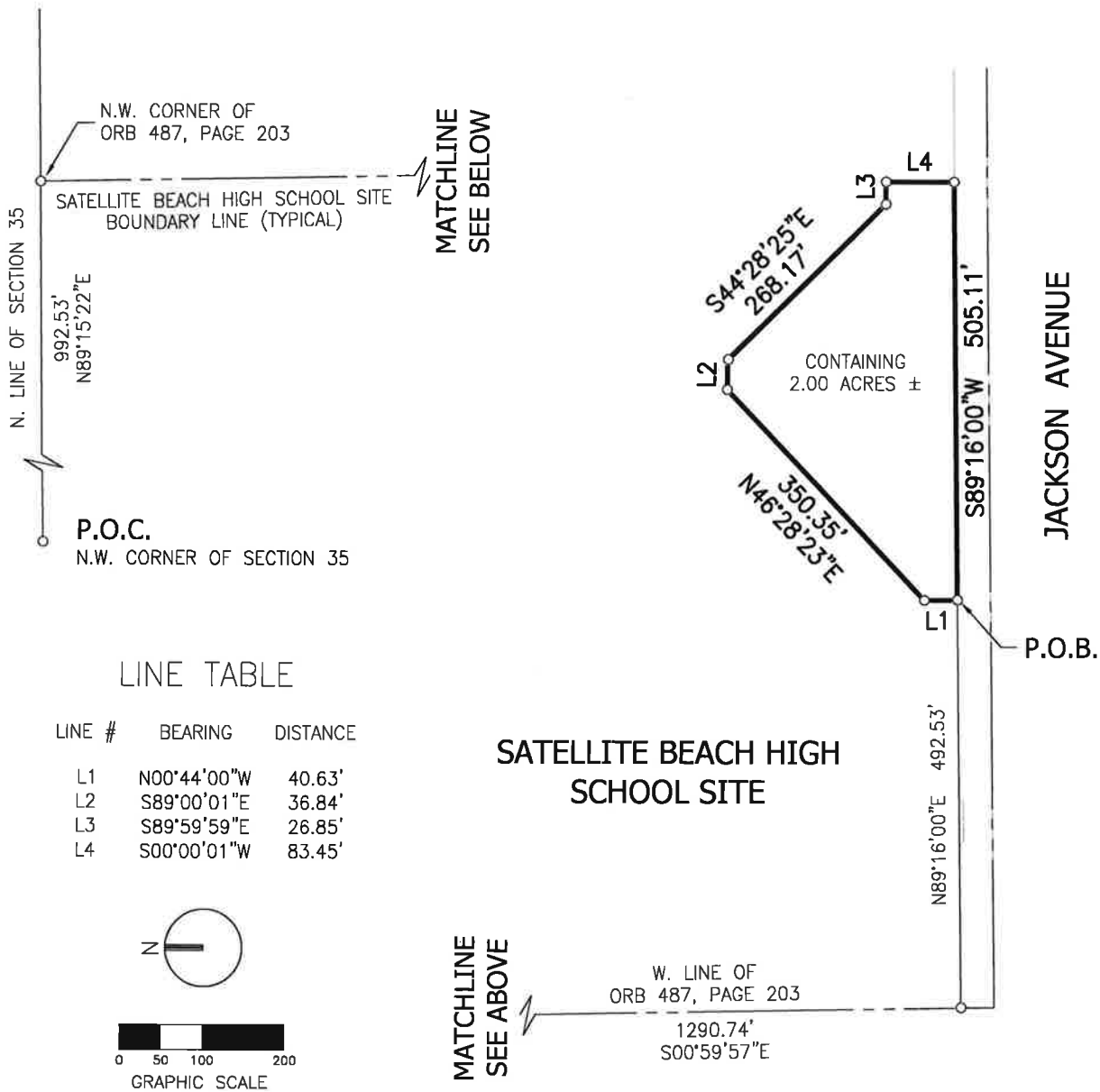
CITY OF SATELLITE BEACH

3.	
2.	
1.	
JOB NO. 190053	DATE: 4-16-20

SKETCH TO ACCOMPANY DESCRIPTION

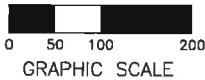
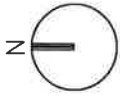
NOT A BOUNDARY SURVEY

RETENTION POND TRACT



LINE TABLE

LINE #	BEARING	DISTANCE
L1	N00°44'00"W	40.63'
L2	S89°00'01"E	36.84'
L3	S89°59'59"E	26.85'
L4	S00°00'01"W	83.45'



SATELLITE BEACH HIGH SCHOOL SITE

ALLEN
Engineering, Inc.

SURVEYORS - ENGINEERS
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COCOA BEACH, FLORIDA 32931

TELEPHONE: (321)783-7443 - FAX: (321)783-5902

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ABBREVIATIONS:

ORB OFFICIAL RECORDS BOOK
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

EXHIBIT "B"
SHEET 1 OF 2

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

PREPARED AND CERTIFIED FOR:

CITY OF SATELLITE BEACH

3.	
2.	
1.	
DATE:	4-16-20
DRAWN BY:	DJG
JOB NO.	190053
SCALE:	1"=200'

DESCRIPTION

NOT A BOUNDARY SURVEY

RETENTION POND TRACT

DESCRIPTION:

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SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
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3. ○ = Denotes change in direction (no corner found or set).

SEE SHEET 1 FOR THE SKETCH TO ACCOMPANY THIS DESCRIPTION

SURVEYOR'S CERTIFICATION:

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ALLEN ENGINEERING, INC.

EXHIBIT "B"
SHEET 2 OF 2

ALLEN
Engineering, Inc.
SURVEYORS - ENGINEERS

106 DIXIE LANE
COCOA BEACH, FLORIDA 32931

TELEPHONE: (321)783-7443 - FAX: (321)783-5902

WEBSITE: www.alleneng.net - EMAIL: bsalmon@alleneng.net

BY: _____
ROBERT M. SALMON
Professional Surveyor & Mapper
Florida Registration No. 4262

Not valid without the
signature and the original
raised seal of a Florida
licensed surveyor and mapper.

PREPARED AND CERTIFIED FOR:

CITY OF SATELLITE BEACH

3.	
2.	
1.	
JOB NO. 190053	DATE: 4-16-20

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