

JOINT USE AGREEMENT

THIS AGREEMENT entered into the ____ day of _____, 2023 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 DeLaura Middle School is located within the City; and

WHEREAS, basketball courts are located at DeLaura Middle School adjacent to and north of the Jackson Avenue right-of-way that are owned and maintained by the Board (“the facilities”); and

WHEREAS, the City entered into an Interlocal Agreement dated July 30, 2020 with the Board for the purpose of obtaining, among other items, an easement from the Board to utilize a portion of the property upon which the facilities are currently located for offsite stormwater drainage, treatment and retention; and

WHEREAS, as part of the Interlocal Agreement dated July 30, 2020, the City agreed to construct improvements on the property of Satellite High School and DeLaura Middle School to include the construction of batting cages, the renovation of basketball courts, and replace/add fencing along Jackson Avenue and around the basketball courts; and

WHEREAS, upon completion of the relocation of the facilities, the Board agreed to make the basketball court facilities available to City residents for instructional and general recreation activities; and

WHEREAS, the City has completed the renovation of the basketball courts and desires to enter into a Joint Use Agreement to outline the parameters of the public use of the basketball courts.

WHEREAS, the parties are generally authorized to enter into this Joint Use 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. IMPROVEMENTS. The City completed the renovations of the DeLaura Middle School basketball courts and constructed the facilities and surrounding fencing to the satisfaction and approval of the DeLaura Middle School staff and

Board staff. The fencing has been constructed to allow the public to access the basketball courts only, without allowing access to the remaining school property.

3. ACCESS TO BASKETBALL COURT FACILITIES BY CITY/RESIDENTS. The Board shall make the facilities available to the residents of the City Monday through Friday between 5:00 pm and sunset; each Saturday and Sunday between sunrise and sunset; and seven (7) days a week from sunrise to sunset when DeLaura Middle School closes for the summer months and Christmas holidays, unless the facilities need to be used for a DeLaura Middle School related purpose (such as, but not limited to, outdoor events, or sports games etc.), closure due to a public safety issue, or if the facilities are in the process of repair and maintenance. The parties acknowledge the City has no adequate remedy at law to enforce its rights to access the facilities, and that such rights to access may be enforced by an action for specific performance.
4. MAINTENANCE. The Board shall maintain/repair the facilities at its sole cost and expense. The City shall be responsible for maintenance of the land between the north side of Jackson Avenue and the current location of the fence near the south boundary line of the Board property between the west property line of the City's current public works property and the west boundary of Holland Court.
5. KEYS. The Board shall provide the City with keys, combinations and any other equipment or information necessary to allow the City to exercise its rights of access/use of the facilities as provided in Paragraph 3.
6. USE OF FACILITIES. The Board's facilities shall only be used for basketball purposes by the City and its residents, unless approval to utilize the facilities for another purpose has been obtained from the Board/its designee in advance.
7. TERM. This Agreement shall remain in full force and effect for twenty (20) years. All easements executed in favor of the City by the terms of this Agreement shall not be affected by the expiration of any term, or other attempt at termination of this Agreement, and shall survive such expiration of term or attempt at termination and shall remain in full force and effect.
8. 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.

9. 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.
10. 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.
11. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed original.
12. 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.
13. 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.
14. 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.

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

16. 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.

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

Witnesses:

CITY OF SATELLITE BEACH

By: _____

Its:

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

By: _____

Its:

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared by physical appearance _____, as _____ of the CITY OF SATELLITE BEACH, a Florida municipal corporation, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2023.

Notary Public

My Commission Expires:

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared by physical presence _____, as _____ of the SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, 2023.

Notary Public

My Commission Expires:

Exhibit "A" – Satellite High School Jackson Ave Streetscape – Conceptual Design Plan

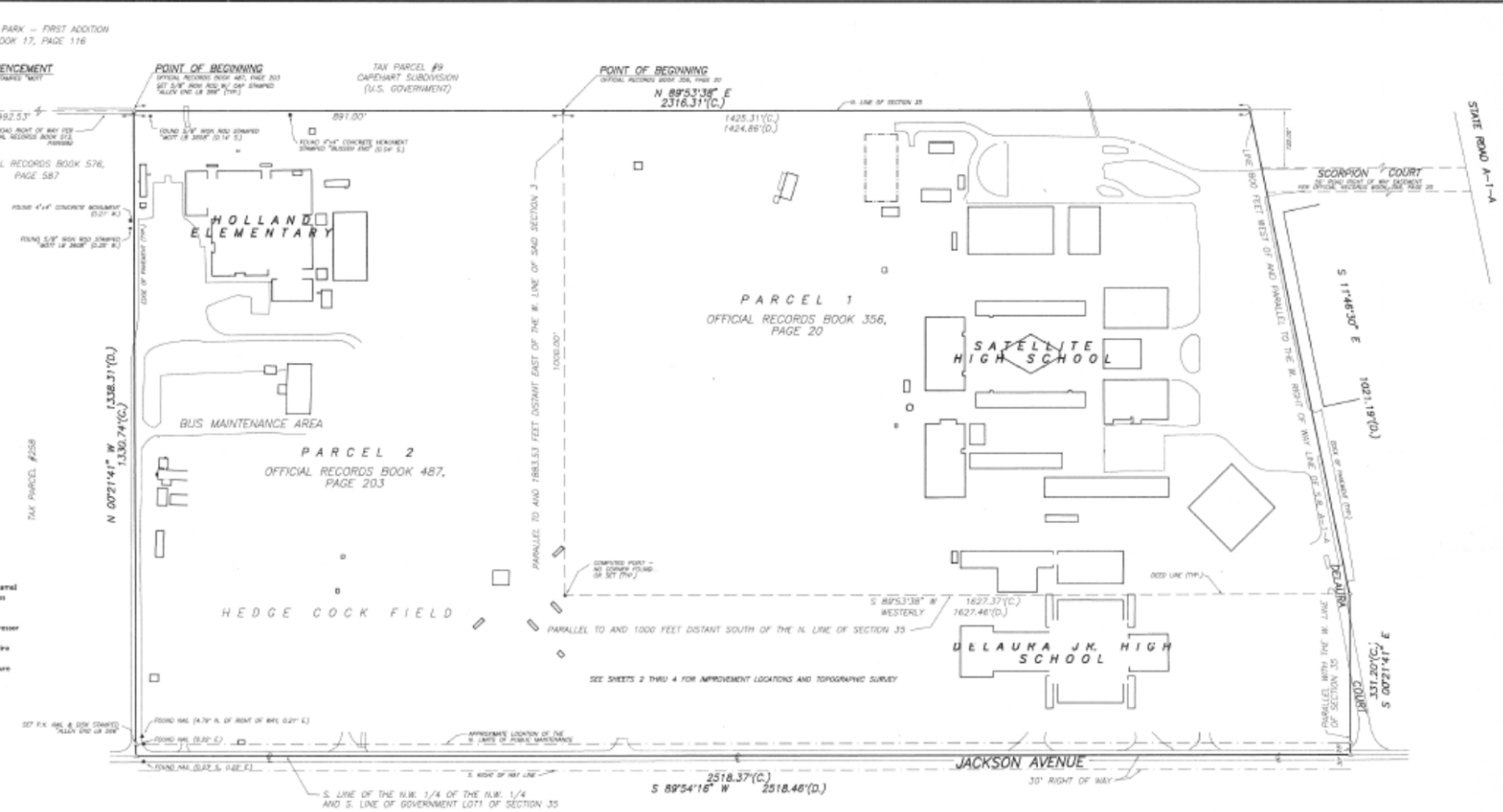


SATELLITE BEACH
 JACKSON AVENUE STREETScape-
 CONCEPTUAL DESIGN PHASE
PROJECT # 2017-16-172392.01
 15/2019

SCHOOL PROPERTY

**Mead
& Hunt**
 EXHIBIT 8

Brevard County School Board – DeLaura Middle School and Satellite High School Property Boundaries



LEGAL DESCRIPTION-PARCEL 1 OFFICIAL RECORDS BOOK 356, PAGE 20
 Beginning at a point on the North line of Section 35, Township 26 South, Range 37 East, Brevard County, Florida, 1882.33 feet easterly from the N.W. corner of said Section 35, thence continue easterly along North line of Section 35, for a distance of 1425.31 feet, thence southeasterly along a line 89°53'38" E, West of East measured along North line of Section 35 and parallel to West right of way line of State Road A-1-A a distance of 1021.14 feet, thence westerly along a line parallel to and 1000.00 feet South of North line of Section 35 a distance of 1627.37 feet, thence northerly along a line parallel to and 1882.33 feet East of West line of Section 35, a distance of 1008.00 feet, to point of beginning, containing 35.43 acres, more or less.

LEGAL DESCRIPTION-PARCEL 2 OFFICIAL RECORDS BOOK 487, PAGE 203
 Beginning at a point on the North line of Section 35, Township 26 South, Range 37 East, Brevard County, Florida, 1882.33 feet easterly from the N.W. corner of said Section 35, thence continue easterly along North line of Section 35, for a distance of 1425.31 feet, thence southeasterly along a line 89°53'38" E, West of East measured along North line of Section 35 and parallel to West right of way line of State Road A-1-A a distance of 1021.14 feet, thence westerly along a line parallel to and 1000.00 feet South of North line of Section 35 a distance of 1627.37 feet, thence northerly along a line parallel to and 1882.33 feet East of West line of Section 35, a distance of 1008.00 feet, to point of beginning, containing 35.43 acres, more or less.

- SURVEYOR'S NOTES:**
- The bearings shown are based on an assumed bearing of N89°52'28" E for the North line of Section 35, Township 26 South, Range 37 East, Brevard County, Florida.
 - The elevations shown are based on United States Corp of Engineers Benchmark Designated JLR 552 - Year 1985, elevation = 12.87 National Geodetic Vertical Datum of 1929.
 - The utilities shown were located from field locations by the appropriate agencies. Underground foundations were not located by this survey. There may be additional trees on this site.
 - Only trees 4" in diameter or larger were located by this survey.
 - See Sheets 2-3 for any improvements, utilities, encroachments, topography and other survey matters on the subject parcel.
 - This property lies within Flood Insurance Rate Map (FIRM) Zone "X", Community Flood Number 12062 041 E, dated April 1, 1995.

CERTIFICATION:
 I hereby certify that the attached plat is an accurate representation of a Boundary and Topographic Survey, performed under my direction, in accordance with the "Minimum Technical Standards" for Surveys, adopted in Chapter 311H-4, Florida Administrative Code, pursuant to Chapter 47207, Florida Statutes.

Not valid unless endorsed with Surveyor's Seal

ROBERT M. SALVO
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA, NO. 9292



NO.	DATE	REVISIONS	CHK'D

FOR: **BREVARD COUNTY SCHOOL BOARD**

SKETCH OF BOUNDARY SURVEY

DELAURA JUNIOR HIGH SCHOOL
 SECTION 35, TOWNSHIP 26 S., RANGE 37 E.
 BREVARD COUNTY, FLORIDA

ALLEN ENGINEERING, INC.
 2100 BOX LAKE
 ZAVENONIS ENGINEERS
 P.O. BOX 301321, DUNEDIN BEACH, FLORIDA 32932-1321
 TELEPHONE: (407)783-7443 FAX: (407)783-8422

DATE	2-10-92
SCALE	1"=100'
JOB NO.	822001
DRAWN	DVG
CHECKED	
SHEET NO.	1 OF 4