

INTERLOCAL AGREEMENT

THIS AGREEMENT entered into this ____ day of _____ by and between the CITY OF PALM BAY, a Florida municipal corporation, located at 120 Malabar Road, Palm Bay, Florida 32907 ("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 properties which Heritage High School and Sunrise Elementary School are located within the City; and

WHEREAS, from time to time, the City's Fire Rescue officers have the need for office space and/or to stage vehicles in the vicinity of Heritage High School and Sunrise Elementary School while new fire rescue facilities are being constructed; and

WHEREAS, the Board's Sunrise Elementary and Heritage High School campuses have administrative space available for this purpose; and

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

WHEREAS, the City and the Board concur that the presence of the City's fire rescue personnel and vehicles on the Sunrise Elementary and Heritage High School campuses are mutually beneficial reducing emergency medical response times to the school sites as well as the surrounding areas.

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. **USE OF FACILITIES.** The Board shall make available a portion of Sunrise Elementary and Heritage High Schools designated by the respective Principals for use by the City's Fire Rescue Department's personnel. Use of the designated areas shall be restricted to normal and customary fire rescue administrative tasks. Access to this portion of each campus shall be restricted to the City's fire rescue personnel and does not extend to use by other members of the public, inclusive of additional visitors. Any additional visitors to the School's campuses for the City's fire rescue personnel must adhere to and follow all Board policies and practices pertaining to visitors on a school campus, inclusive of checking in and out of the school site.

3. STATUS of CITY PERSONNEL. The Board shall make available a streamlined process whereby the City's fire rescue personnel will be permitted to utilize the Volunteer Affidavit for First Responders during their time at the Board's facilities under this Interlocal Agreement as they already undergo a Level 2 or equivalent background screening. This process will allow them to have access to the school as Volunteers instead of the normal visitor procedures. However, Palm Bay Fire Rescue personnel must complete the Volunteer Affidavit to be covered by this status. Also, the City is agreeing to provide notice to the Board's Security Department via email to districtsecurity@brevardschools.org within 24 hours of change in employment status, agency transfer or arrest of an affected employee given these City employees are on a school campus with minor students present. **ANY STAFF NOT UNDER THE VOLUNTEER AFFIDAVIT MUST ADHERE TO NORMAL VISITOR PROCEDURES.**

4. UTILITY SERVICES. The Board will provide basic utility services. Palm Bay Fire Rescue personnel will coordinate with applicable Principal to schedule air conditioning if needed beyond normal school business hours. Air conditioning must be requested/scheduled by school personnel. The Board will not provide network/data/technology services to the City.

5. PARKING: The City's personnel may use existing parking at each site as designated by each Principal so as not to interfere with operations of the school.

6. MAINTENANCE. The Board shall maintain/repair the facilities pursuant to its normal maintenance/repair practice for such facilities during the term of this Agreement. In the event City use of the facility requires excessive maintenance/repair, the Board may revoke use until the City and the Board can agree on the City's contribution to mitigate excessive maintenance/repair.

7. 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 2. In the event that the Board's keys are lost by City's staff, City will be responsible for rekeying the entire school facility as the same keys grant access throughout the facility.

8. TERM. This Agreement shall remain in full force and effect for one (1) year. Extensions to this Agreement shall be by mutual consent of both parties.

9. 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 in personally delivered or by depositing the same in first class mail, postage prepaid by certified mail.

CITY

City Manager
City of Palm Bay
120 Malabar Road
Palm Bay, Florida 32907

Copy to

Chief of Fire Rescue Department
City of Palm Bay
120 Malabar Road
Palm Bay, Florida 32907

BOARD

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

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

10. 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.

11. 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.

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

13. ATTORNEYS 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.

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

15. SAVINGS CLAUSE. The validity 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.

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

17. TERMINATION FOR CONVENIENCE OF THE BOARD. The Board may terminate this contract at any time for any reasons by giving at least thirty (30) days' notice in writing to the City.

18. 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, each party shall indemnify, defend, and hold harmless, and free from the liability, the other party, its officers, agents, or employees while acting as such from all accidents, damages, costs and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the use of said facilities, including parking, 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 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 PALM BAY

By: _____
Its City Manager

Lena Farnam
1403 Daltam Ave. N.W.
Palm Bay, FL 32907

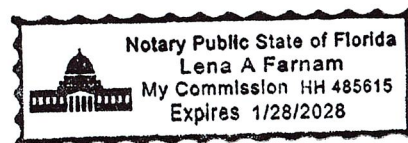
SCHOOL BOARD OF BREVARD
COUNTY, FLORIDA
By: Megan Wright
Its Board Chair

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 _____, as _____ of the City of Palm Bay, a Florida municipal corporation, to me know to be the person described in and who executed the foregoing and he acknowledged before me that he execute the same.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2024.

_____, 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 Megan Wright, as Board Chair of the SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, a Florida municipal corporation, to me know to be the person described in and who executed the foregoing and he acknowledged before me that he execute the same.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of October, 2024.

Lena A Farnam, Notary Public
My Commission Expires: 1/28/28