

**LICENSE AGREEMENT FOR A PORTION OF TRADITIONAL REGIONAL PARK
BETWEEN THE SCHOOL BOARD OF ST. LUCIE COUNTY
AND
CITY OF PORT ST. LUCIE**

- **THIS LICENSE AGREEMENT ("License Agreement")** is made and entered into this 8 day of July, 2025, by and between **THE SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA** ("School Board"), and **CITY OF PORT ST. LUCIE**, a Florida municipal corporation (referred to hereinafter as "City" or "Licensor").

WITNESSETH:

WHEREAS, the City is the owner of real property located south of SW Tradition Parkway and more particularly described as Tradition Regional Park Parcel A, as recorded in Plat Book 100, Page 20, of the Public Records of St. Lucie County, Florida, also known as 13120 SW Tradition Parkway, Port St. Lucie, Florida (the "Property"); and

WHEREAS, the School Board desires to utilize a portion of the Property, referred to hereinafter as "Licensed Area", as a material storage area and laydown yard during the construction of the building site currently referred to as "Western Grove K-8 School", as depicted on the attached site plan, Exhibit A; and

WHEREAS, the City shall grant the School Board a license agreement for use the License Area subject to the terms and conditions herein.

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

1. Recitals.

The foregoing "whereas" clauses are hereby incorporated as forming the intent and purpose of this License Agreement.

2. Grant of License.

City hereby grants to the School Board a revocable, non-exclusive license over the Licensed Area for storage of materials and laydown yard during the construction of Western Grove K-8 School. This grant is subject to the following conditions:

- a. The Licensed Area may only be utilized for the storage of those materials to be used in relation to the construction of the Western Grove K-8 School.
- b. The School Board may not store any hazardous materials, including fuel storage or chemicals.

- c. The School Board may not store any equipment or materials outside of the Licensed Area, as specifically depicted in Exhibit A.

3. Term; Termination.

The term of this License Agreement shall begin on the date it is executed by both parties (hereinafter referred to as the "Commencement Date") and shall terminate upon the completion of construction of the Western Grove K-8 School or on January 1, 2027, if not terminated earlier. Either party may terminate this License Agreement by written notice to the other party at least thirty (30) days advanced of termination. Upon termination, the School Board must remove all material/property being stored at the Licensed Area and return the Licensed Area to its condition prior to its use. Any warranties, representations and indemnities provided for in this License Agreement shall survive the termination of this License Agreement for such time as any claim may be made pursuant to any applicable Statute of Limitations.

4 Condition of Property.

The School Board will use the Property, in all respects and without limitation, at its own risk and assume full responsibility for the condition of the Property. City makes no assurance or representations of any type that the Property is free of obstruction or otherwise safe for the activities contemplated herein. The School Board acknowledges and understands that the Property is not gated or secure. The School Board assumes all use of the Property at its own risk and hereby releases and holds the City harmless from any and all loss related to use of the Property.

5. Liability.

The parties to this License Agreement shall not be deemed to have assumed any liability for the negligent or wrongful acts, or omissions of the other party, or their respective officers, employees, servants, or agents. Nothing contained herein shall be construed as a waiver by the County or the City of the liability limits established in 768.28, Florida Statutes.

6. Indemnification.

The School Board agrees to indemnify, defend and hold harmless the Licensor, its officers, agents, and employees from and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's fees, for economic loss, or bodily injury, wrongful death, loss of or damage to property, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the School Board, its officers, volunteers, invitees, guests and participants in connection with the terms of this License Agreement and, to that extent, the School Board shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including allegations of discrimination, harassment, or ADA violations, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. The

aforesaid hold-harmless agreement by the School Board shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the actions of Licensee, its officers, volunteers, invitees, guests or participants.

7. Damage to Property.

The School Board and the School Board's officers, volunteers, invitees, guests, and participants shall not mar, deface, nor in any manner damage the Property. If the Property has been damaged by the act, default or negligence of the School Board, or of the School Board's officers, volunteers, invitees, guests or participants, the School Board shall pay to Licensor upon demand such sum, as determined by the City, as shall be necessary to restore the Property to its original condition,

8. Insurance.

The School Board shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this License Agreement, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the School Board are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the School Board under the License Agreement.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this License Agreement will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project and/or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie as specified in this License Agreement.

1. Workers' Compensation Insurance & Employer's Liability: The School Board shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by the School Board qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

2. Commercial General Liability Insurance: The School Board shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for on-going and Completed Operations (should be ISO CG2037 & CG2010) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of this License Agreement. Coverage is to be written on an occurrence form basis. Coverage shall apply on a primary and non-contributory basis. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes, or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the License Agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read: **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and shall include "License Agreement for a Portion of Traditional Regional Park Between the School Board of St. Lucie County and City of Port St. Lucie."** The Policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. All notices shall be sent to the Procurement Management Division, 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984. In the event that the statutory liability of the City is amended during the term of this License Agreement to exceed the above limits, the School Board shall be required, upon thirty (30) days written notice by the City, to provide coverage at

least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance.

4. Business Automobile Liability Insurance: The School Board shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event the School Board does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the School Board to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary non-contributory basis.
5. Property Insurance: The School Board shall agree to procure and maintain commercial property insurance, at its own expense, for the contents and property stored on the Licensed Area. The City assumes no responsibility for the property while under the School Board's care, custody, and control, and as such the City will not procure nor maintain property insurance, nor be responsible for any loss or damage.
6. Waiver of Subrogation: By entering into this License Agreement, the School Board agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss contract to waive subrogation without an endorsement, then the School Board shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the School Board enter into such a contract on a pre-loss basis.
7. Deductibles: All deductible amounts shall be paid for and be the responsibility of the School Board for any and all claims under this License Agreement. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but is not obligated, to review and request a copy of the School Board's most recent annual report or audited financial statement.

It shall be the responsibility of the School Board to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements as listed herein, including Products & Completed Operations coverage for a minimum of five (5) years from the date of possession by City or completion of this License Agreement. It will be the responsibility of the School Board to obtain Certificates of Insurance from all contractors and subcontractors listing the City as an Additional Insured, without the language, "when required by written contract." If the School Board, any independent contractors, and/or any subcontractors maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the School Board/independent contractor/subcontractor.

The School Board may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but is not obligated, to review, modify, reject, or accept any required policies of insurance including limits, coverages, or endorsements, herein from time to time throughout the term of this License Agreement. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the School Board to execute the License Agreement and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.

9. Notice of Complaints or Suits.

Each party will promptly notify the other of any citizen complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.

10. Notice.

All notices required by law and by this Agreement to be given by one party to the other shall be in writing, and the same shall be sent by certified mail, return receipt requested to:

To the School Board:

Dr. Jon Prince
Superintendent
9461 Brandywine Lane
Port St. Lucie, Florida 34986

With copy to:

Barbara Sadaka
General Counsel
9461 Brandywine Lane
Port St. Lucie, Florida 34986

To City of Port St. Lucie:

City of Port St. Lucie City Manager
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

With copy to:

City of Port St. Lucie Attorney
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

or to such other address(es) as a party may designate by writing to the other. The effective date

of any notice shall be the date that such notice is received or refused.

11. Severability.

If any section, subsection, sentence, clause, provision, or part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall not be affected.

12. Assignment.

Neither party may assign their rights or obligations under this Agreement without the written consent of the other party which consent shall not be unreasonably withheld.

13. Non-Discrimination.

Each party for itself, its successors in interest, and its assigns, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, national origin, or sex shall be excluded from participation in, be denied the benefits, or otherwise be subjected to discrimination in performance or execution of this License Agreement.

14. Compliance with Laws.

The School Board shall comply with all laws, rules and regulations which are applicable to the activities contemplated hereunder.

15. Entire Agreement.

This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiation, understandings, and representations (if any) made by and between such parties.

16. Amendments.

This Agreement may only be amended by a written document signed by both parties and filed with the Clerk of the Circuit Court of St. Lucie County, Florida.

17. Sovereign Immunity.

Nothing contained in this License Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in section 768.28, Florida Statutes.

18. Public Records.

The School Board and any subcontractors shall comply with section 119.0701, Florida Statutes. The School Board and any subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the School Board in conjunction with this License Agreement, unless the records are exempt from Article I, section 24(a), Florida Constitution, and section 119.07(1)(a), Florida Statutes. Pursuant to section 119.10(2)(a), Florida Statutes, any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in sections 775.082 and 775.083, Florida Statutes.

RECORDS

The City of Port St. Lucie is a public agency subject to chapter 119, Florida Statutes. The School Board shall comply with Florida's Public Records Laws. The School Board'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to section 119.0701, Florida Statutes, the School Board agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the [General Records Schedule GS1-SL for State and Local Government Agencies and GS2 for Criminal Justice Agencies and District Medical Examiners](#).
2. During the term of the License Agreement, the School Board shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this License Agreement. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. The School Board's records under this License Agreement include, but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this License Agreement.
4. The School Board agrees to make available to the City, during normal business hours all books of account, reports and records relating to this License Agreement.
5. The School Board who fails to provide the public records to the City within a reasonable time may also be subject to penalties under section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the License Agreement term and following completion of the License Agreement if the School Board does not transfer the records to the City.

Upon completion of the License Agreement, transfer, at no cost to the City, all public records in possession of the School Board or keep and maintain public records required by the City to perform the service. If the School Board transfers all public records to the City upon completion of the License Agreement, the School Board shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the School Board keeps and maintains public records upon completion of the License Agreement, the School Board shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF THE SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO THE SCHOOL BOARD'S DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THIS LICENSE AGREEMENT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
pr@cityofpsl.com**

19. Effectiveness.

This Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, Florida, prior to its effectiveness.

20. Governing Law; Venue.

This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, for claims under state law and the Southern District of Florida, for claims under state law and the Southern District of Florida for any claims which are justifiable in federal court.

IN WITNESS THEREOF, the parties have executed the Agreement as of the dates the Agreement below indicate,

APPROVED AS TO FORM
BY THE CITY ATTORNEY'S OFFICE

LICENSOR:
CITY OF PORT ST. LUCIE,
a Florida municipal corporation

By: _____
Jesus Merejo
City Manager
Address: _____

Witness
Print Name: _____
Address: _____

Witness
Print Name: _____
Address: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me **by means of** ☐ **physical presence** or ☐ **online notarization**, this ____ day of _____ 2025, by _____ as _____ of _____, who is () personally known to me or () has produced _____ (type of identification) as identification.

Notary Public

LICENSEE:
THE SCHOOL BOARD OF ST. LUCIE
COUNTY, FLORIDA

Attest:

[Signature]
Superintendent
Ex Officio Secretary

By:

[Signature]
Dr. Donna Mills Chair

Date: 7-08-2025

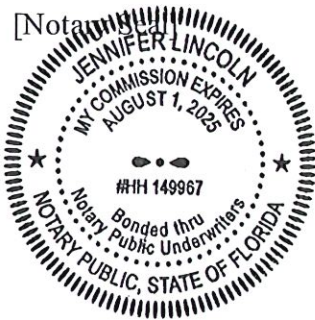
Approved as to form and correctness:

[Signature]
Kaylee Tuck, School Board Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 8 day of July, 2025, by Dr. Jon R. Prince and Dr. Donna Mills, as Superintendent and Ex Officio Secretary and Chair of the Board, respectively, of the School Board of St. Lucie County, Florida. They are ☒ personally known to me, or ☐ have produced _____ as identification.

[Notary Seal]



[Signature]
Notary Public-State of Florida
Print Name: Jennifer Lincoln
My commission expires 8.01.2025