



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.6.

8/26/2025

Subject:

Approval, Re: Resolution and Lease for the Historic Williams Building located at 2373 Oak Street, Melbourne Beach, Florida to the Town of Melbourne Beach (District 3)

Fiscal Impact:

There will be no impact to the General Fund. The Town of Melbourne Beach will be solely responsible for the operation, restoration, preservation, maintenance, and management of the Historic Williams Building and the surrounding grounds. This is a nominal lease where the consideration is one dollar (\$1.00) per year for the term.

Dept/Office:

Parks and Recreation Department

Requested Action:

It is requested that the Board of County Commissioners approve and authorize:

1. The Chairman to execute a Resolution, pursuant to Section 125.38, Florida Statutes, and Section 2-247, Brevard County Code of Ordinances, allowing the non-competitive lease of County property located at 2373 Oak Street, Melbourne Beach, Florida, known as the Historic Williams Building, to the Town of Melbourne Beach for public use,
2. The Chairman to execute the Lease Agreement, and
3. The Parks and Recreation Department Director be authorized to execute the renewal option, modifications, and any amendments upon approval of the County Attorney's Office and Risk Management.

A **majority plus one vote** of the Board is required to approve this item per Sec. 2-247, Code of Ordinance of Brevard County.

Summary Explanation and Background:

The Parks and Recreation Department has maintained a Lease Agreement with the Town of Melbourne Beach for the Historic Williams Building since October 31, 2001, supporting an ongoing partnership to provide public programming, historic preservation, and cultural benefit for the community. Although the current lease remains in effect through 2026, the Town has requested a new lease agreement at this time to facilitate their substantial capital investment (roof replacement) in the facility.

Brevard County Ordinance Section 2-247, non-competitive lease or sale of county property, allows for the leasing of county-owned real property to any nonprofit corporation "If the board of county commissioners is satisfied that the proposed use of the property will serve the public interest; will serve a public purpose; is in the best interest of the county; and make a finding that the property is either likely to be not needed for

county purposes in the future or will be used in a manner compatible with county purposes, the board of county commissioners may, in its sole discretion, authorize the sale or entry into a lease for rent, whether nominal or otherwise, as the board of county commissioners may fix, regardless of the actual value of the lease.”. Since the value of this lease is nominal, then a majority plus one vote of the Board is required for approval of this lease.

The new Lease Agreement includes a twenty-five (25) year term with one (1) additional five (5) year renewal option, at a lease consideration of one dollar (\$1.00) per year. The Town shall operate, maintain, and preserve the Historic Williams Building for the benefit and enjoyment of the public, consistent with the terms of the Lease Agreement. The lease also includes a reversion clause providing that, if the premises cease to be used for the stated purpose, the lease term shall immediately cease, and the premises shall revert to the County.

Clerk to the Board Instructions:

Please return the Resolution and Lease Agreement to the Parks and Recreation Department.

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Town of Melbourne Beach		2. Amount: \$1.00 per year	
3. Fund/Account #:		4. Department Name: Parks & Recreation	
5. Contract Description: Lease agreement and Resolution for Williams Building			
6. Contract Monitor: Amanda Pynn		8. Contract Type: INTERGOVT/LOCAL	
7. Dept/Office Director: Ian Golden			
9. Type of Procurement: Exempt from Competition			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	☒	☐	
Purchasing	☐	☐	
Risk Management	☐	☐	
County Attorney	☐	☐	

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	☒	☐	Pynn, Amanda Digitally signed by Pynn, Amanda Date: 2025.08.11 08:41:32 -04'00'
Purchasing	☐	☐	
Risk Management	☒	☐	Watson, Michael Digitally signed by Watson, Michael Date: 2025.08.11 08:41:32 -04'00'
County Attorney	☒	☐	Caron, Justin Digitally signed by Caron, Justin Date: 2025.08.15 15:49:00 -04'00'

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	☐
Department	☐
Program	☐
Contact Name	☐
Cost Center, Fund, and G/L Account	☐
Vendor Information (SAP Vendor #)	☐
Contract Status, Title, Type, and Amount	☐
Storage Location (SAP)	☐
Contract Approval Date, Effective Date, and Expiration Date	☐
Contract Absolute End Date (No Additional Renewals/Extensions)	☐
Material Group	☐
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	☐
"Right To Audit" Clause Included in Contract	☐
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	☐



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

August 27, 2025

MEMORANDUM

TO: Ian Golden, Parks and Recreation Director

RE: Item F.6., Approval of Resolution and Lease for the Historic Williams Building located at 2373 Oak Street, Melbourne Beach, Florida to the Town of Melbourne Beach

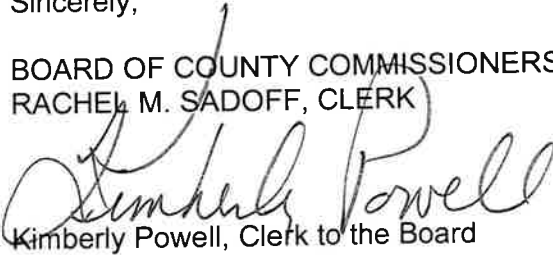
The Board of County Commissioners, in regular session on August 26, 2025, executed and adopted Resolution No. 25-084, allowing the non-competitive lease of County property located at 2373 Oak Street in Melbourne Beach, Florida, known as the Historic Williams Building, to the Town of Melbourne Beach for public use; executed and approved the Lease Contract for the Historic Williams Building, located at 2373 Oak Street in Melbourne, Florida; and authorized you to execute the renewal option, modifications, and amendments, upon approval of the County Attorney's Office and Risk Management. Enclosed is the fully-executed Resolution and executed Lease Contract.

Upon execution by the Town of Melbourne Beach, please return the fully-executed Lease Contract to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/sj

Encls. (2)

cc: Budget
Finance



Brevard County
Parks and Recreation Department



Lease Contract

Town of Melbourne Beach

Historic Williams Building

2373 Oak Street, Melbourne Beach, Florida, 32951

Effective September, XX, 2025

**Rental Payments are established at:
\$1.00 per Year**

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Lease Contract



This Lease Agreement ("Agreement") is entered into this 26 day of August, 2025, by and between **Brevard County**, a political subdivision of the State of Florida, hereinafter referred to as the "County," and the **Town of Melbourne Beach**, a Florida municipal corporation, hereinafter referred to as the "Tenant."

Witnesseth

WHEREAS, the County is the owner of the property and improvements commonly known as the Historic Williams Building, located at 2373 Oak Street, Melbourne Beach, Florida, 32951 (the "Premises"); and

WHEREAS, the Tenant has expressed continued interest in operating the Premises for historic, cultural, and community enrichment purposes, consistent with its original and ongoing use as a historic exhibit hall, learning center, meeting space, and reference library; and

WHEREAS, the County finds that the continued use of the Premises by the Town serves a substantial public purpose and is not presently needed for County operations; and

WHEREAS, the Board of County Commissioners adopted a Resolution on August 26, 2025, attached hereto as **Exhibit "A"**, finding that the Historic Williams Building is not currently needed for County operations and authorizing the leasing of the Premises to the Town for a term of twenty-five (25) years for continued public use and benefit;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the Town agree as follows:

Recitals. The foregoing recitals are true and are incorporated herein by reference.

Section 1. Leased Property.

The County hereby leases to the Tenant the real property and improvements commonly known as the Historic Williams Building, located at 2373 Oak Street, Melbourne Beach, Florida, 32951 as described in **Exhibit "B"**, attached hereto and incorporated herein by

reference (the "Premises"). The Premises shall be used by the Tenant for the purpose of supporting historic, cultural, educational, and community enrichment, including but not limited to the restoration, preservation, and operation of the Historic Williams Building and surrounding grounds; hosting historical exhibits, public meetings, lectures, cultural events, and educational programs; and operating a reference library, gift shop, and administrative office space related to the facility's mission. All uses shall be consistent with the public purpose of promoting community heritage, education, and cultural engagement. Any use not expressly stated herein shall require prior written approval by the County. In the event the Premises are not used or cease to be used for the stated purpose, the lease term shall immediately cease, and the Premises shall immediately revert to the County which shall thereafter have the right to re-enter and repossess the property.

Section 2. Term.

The term of this Agreement shall be twenty-five (25) years, commencing upon full execution of this Agreement by both parties, unless otherwise terminated in accordance with the provisions herein. It is hereby mutually agreed and understood that The Tenant has the option to request renewal of this Agreement for one additional five (5) year term upon written notice to The County received at least ninety (90) days prior to the date of termination of the current term. The Director of Parks and Recreation (hereinafter "Director") shall have the authority to execute said renewal option on behalf of the County.

Section 3. Rent.

The Tenant shall pay the County one dollar (\$1.00) per year in rent, due annually in advance on or before the anniversary date of the Agreement.

In addition, The Tenant shall be responsible for day-to-day janitorial, custodial services, maintenance, repairs, and historical restoration to the Premises, the adjoining parklands and the infrastructure of the leased property.

Section 4. Administration.

The Tenant, in accepting this Contract, acknowledges and agrees that the County, by its designee, the Director shall have the right and the authority, but not the obligation, to adopt Rules and Regulations regulating Tenant's conduct of its business when operating in County Facilities and Parks; to set schedules and times for operation and for use of all facilities; to resolve disputes between members of the Tenant Association, or between the Tenant and County's residents or County property owners; and to take such other or further action as may, in the County sole discretion, be necessary to further or promote the public health, safety and welfare. Any decisions by any member

of the County administration as it relates to the above authority may be appealed by the Tenant to the Director whose decision shall be final.

Section 5. Alterations, Changes and Additions.

Any improvements, structural changes, alterations, or repairs, to the Premises by the Tenant, must be requested in writing to the County, and mutually agreed upon by the County and the Tenant, with written permission granted by the Director prior to any actual work. Said request shall state the party responsible for funding such improvements. The plans, specifications, and location for all improvements, structures, landscaping, and facilities made by the Tenant to the Premises shall be submitted in writing to and approved by the Director prior to the construction or installation of such improvement, structure, landscaping or facility. It is hereby mutually agreed and understood that any building, structure, or facility located thereon and permanently attached thereto shall become the property of the County. If the Premises requires closure for an extended period of time, it shall be requested by the Tenant in writing at least thirty days in advance.

Section 6. Americans with Disabilities Act Compliance.

The County and Tenant shall conform to current requirements of the Americans with Disabilities Act (ADA) in the performance of this Contract and shall not cause or place on the Premises any condition causing the Premises to become non-compliant. The parties shall work together to remedy any known violations of the ADA that may occur.

Section 7. Attorney's Fees.

In the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

Section 8. Background Investigation Check.

As a municipal government entity, the Tenant is responsible for conducting and enforcing its own background screening procedures in accordance with applicable federal, state, and local laws, and any internal policies governing public facility operations. The County shall not be responsible for conducting or monitoring background screenings for any individuals operating under the authority of the Tenant.

The Tenant shall ensure that any employees, agents, contractors, or volunteers who regularly interact with the public at the Premises have been appropriately screened and vetted in a manner consistent with public safety standards. The background screening procedures should be substantially consistent with the intent and disqualifying offenses outlined in Section 435.04, Florida Statutes, as a benchmark.

As a condition of this Agreement, the Tenant shall submit an Attestation of Compliance (Exhibit "C") at the time of contract execution and upon any renewal of this Agreement. The Tenant shall also submit an updated Attestation of Compliance within thirty (30) days of any change in the Town Manager or other authorized representative designated to oversee operations at the Premises. The County reserves the right to request an updated Attestation of Compliance in the event of a material incident or change in applicable law.

Section 9. Business Interruption.

The County shall not be liable to the Tenant for any damages, losses, or claims arising out of the temporary restriction or prohibition of use and/or access to the Premises due to maintenance, environmental protection, public safety concerns, or other governmental operations or events. The Tenant acknowledges that the Premises are owned by the County and may occasionally be subject to County use or maintenance needs that could temporarily interfere with the Tenant's access. In such cases, the County will provide reasonable notice to the extent practicable.

Section 10. Construction of Contract.

The parties hereby acknowledge that they have fully reviewed this Contract and its attachments and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

Section 11. Copyright.

No reports, data, programs or other materials produced, in whole or in part, for the benefit and use of the County, under this Contract shall be subject to copyright by the Tenant in the United States or any other country.

Section 12. Covenants against Assignment.

Tenant shall not assign this Contract, any part thereof, or any duty, obligation, right or privilege connected therewith, without first obtaining the County's written consent, which consent the County may withhold in its sole discretion. Consent on one occasion by the County shall not be construed as a subsequent consent to assignment, or occupation by other persons. The Tenant's unauthorized assignment or license to occupy shall be void and shall terminate the Contract at the County's option. Tenant's interest in this Contract is not assignable by operation of law, nor is any assignment of its interest herein, without the County's written consent. Nothing herein is intended to prevent the Tenant from entering into short-term use/rental lease with third parties for up to and including three days (no overnight activities); however, even under such circumstances the Tenant shall remain responsible for each and every one of its obligations under this

Contract. The tenant shall be responsible for ensuring that all short-term use or rental leases shall only be allowed for activities that are consistent with the remainder of the terms of this Contract.

Section 13. Emergencies.

In the case of a general emergency as declared by the County, the County retains the right to immediately resume occupation, management, and maintenance of the Premises, to use the facility to meet any emergency needs for the period of that emergency and a reasonable period of time thereafter as deemed necessary by the County. As used herein, an "emergency" will be defined as a period of civil unrest or riot, a period during which the military needs the Premises for a period of time relating directly to defense of the nation and a likely attack of the nation, a period during which weather such as a hurricane or tornado is likely to cause damage to the community and the Premises, is needed for public shelter, distribution of emergency supplies such as food or water, or other related event, or any other circumstance designated by the Brevard County Emergency Operations Center, as an emergency.

During the period in which the County or other governmental or non-governmental agency occupies or manages the Premises, Tenant's occupancy and any duties or obligations hereunder will be suspended.

Tenant will be provided as much notice as is practicable depending on how suddenly the need arises and shall be provided an estimate of how long the need will continue. Unless the County caused damage to the Tenant's property, the County shall not be responsible for the Tenant's loss of property during such emergency. The County will not be responsible for the Tenant's loss of income created by the use of the Premises by agencies which support the emergency response and recovery. The County and Tenant shall work directly with such support agencies to recover the cost of restoration, lost equipment, and supplies used by agencies such as the Red Cross, Federal Emergency Management Agency and others, any maintenance, damage, restoration, or repair to the Premises necessitated during any suspension of Tenant's occupancy under this Contract will be the responsibility of and at the expense of the County. Repairs, rehabilitation, restoration or maintenance, the need for which arises as a result of such emergency suspension of Tenant's occupancy, shall all be diligently completed by the County, at the expense of the County, prior to Tenant reoccupying the Premises.

Section 14. Entire Contract.

This Contract, together with any Exhibits, constitutes the entire Contract between the County and Tenant and supersedes all prior written or oral understandings. This

Contract and any Exhibits may only be amended, supplemented or canceled by a written instrument duly executed by both parties.

Section 15. E-Verify.

- A)** In accordance with Chapter 448.095, Florida Statutes, the Tenant shall register and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Tenant during the term of this Contract; and
- B)** The Tenant shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract; and
- C)** The Tenant agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Tenant's enrollment in the program. This includes maintaining a copy of proof of the Tenant's and subcontractors' enrollment in the E-Verify Program.
- D)** The Tenant must meet this requirement, unless:
 - 1) The contract is solely for goods-based procurement where no services are provided; or
 - 2) Where the requirement is waived by the Board of County Commissioners.
 - 3) The contract is being executed with a Sole Proprietor who does not hire employees and therefore not required to file a Department of Homeland Security Form I-9 (which is the necessary document used for performing an E-Verify search); or
 - 4) The contract is being executed with a company based outside of the United States of America and does not have a corporation or office located within in United States of America and does not employ any United States of American citizens.
- E)** A Tenant who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the Tenant hires or employs a person who is not eligible for employment.
- F)** Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Section 16. Fees and Charges.

The Tenant may establish reasonable membership dues, registration fees, admission fees or donations to help defray the expenses of the Tenant. The fee schedule shall be submitted to the Director and subject to approval at the Director's discretion.

Section 17. Florida Public Records Law.

Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Contract must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Tenant of the request and the Tenant shall provide the records to the County or allow the records to be inspected or copied within twenty-four hours (not including weekends or legal holidays) of the request so the County can comply with the requirements of Chapter 119, Florida Statutes, Florida Public Records Law. The Tenant may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If Tenant fails to provide the requested public records to the County within a reasonable time, the Tenant may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties pursuant to Section 119.10, Florida Statutes. Tenant's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination. If Tenant claims certain information is exempt and/or confidential, it must cite to specific statutory provisions or case law in order to justify removal or redaction of said information. Should the County face any legal action to enforce inspection or production of the records within the Tenant's possession and control, the Tenant agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Tenant shall hire and compensate attorneys to represent the Tenant and County in defending such action. The Tenant shall pay all costs to defend such action and any costs and attorney's fees awarded pursuant to Section 119.12, Florida Statutes.

If the Tenant has questions regarding the application of Chapter 119, Florida Statutes, to the Tenant's duty to provide public records relating to this Contract, contact the Custodian of public: Diana Marquardt, Administrative Assistant to the Director, 2725 Judge Fran Jamieson Way, B203, Viera, Florida 32940, Phone: (321) 633-2046.

Diana.Marquardt@brevardfl.gov

Section 18. Force Majeure.

Neither party shall be responsible for damages or delays in performance caused by acts of God, strikes, lockouts, or other events constituting force majeure that are beyond the reasonable control of the parties. Notwithstanding the foregoing, the Tenant shall remain responsible for making rental payments as otherwise provided herein.

Section 19. Indemnification and Insurance.

To the extent permitted by law, the Tenant agrees to indemnify, defend, and hold harmless Brevard County from and against any and all claims, liabilities, losses, damages, expenses, and causes of action (including reasonable attorney's fees, paralegal fees, and court costs) arising out of or related to the Tenant's use, occupancy, management, or control of the Premises, including any improvements, furnishings, equipment, or fixtures used in connection therewith.

The Tenant shall maintain, at its sole cost and expense, commercial general liability insurance in an amount not less than **one million dollars (\$1,000,000.00)** per occurrence. The policy shall name **Brevard County** as an additional insured by endorsement. Proof of such insurance and endorsement shall be provided to the County upon execution of this Agreement and upon each renewal of the policy thereafter. The Tenant's insurance shall be primary and non-contributory with respect to any insurance maintained by the County.

Section 20. Governing Law.

This Contract shall be deemed to have been executed and entered into within the State of Florida and this Contract, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

Section 21. Illegal, Unlawful, or Improper Use.

The Tenant shall make no unlawful, improper, immoral, or offensive use of the Premises nor will the Tenant use the Premises or allow the use of the Premises for any purpose other than that herein above set forth. Failure of the Tenant to comply with any provision shall be considered a material breach of this Contract and may result in the immediate termination of this Contract by the County.

The County shall notify the Tenant of any violation of the provisions in writing, identify the provision which is being violated and how it is being violated. The Tenant shall have 60 days within which to fix the violation. However, if the violation is not fixed or addressed to the County's satisfaction, the County has the right to issue a notice of termination of this Contract immediately at the end of the 60-day period, where upon the County shall be entitled to immediately require Tenant to remove their property within 30 days and the County shall be entitled to re-enter and retake possession of the Premises.

It is the intent of this provision for the parties to work together cooperatively towards a positive resolution of all issues.

Section 22. Independent Contractor.

The Tenant shall perform the terms and conditions of this Contract as an independent contractor, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall, in any way, be construed to constitute the contractor or any of its agents or employees as the representative agents or employees of the County.

Section 23. Modification.

No modification of this Contract shall be binding on the County or the Tenant unless reduced to writing and signed by a duly authorized representative of both the County and the Tenant. The Brevard County Parks and Recreation Director and the City Manager are authorized representative in accordance with this Contract.

Section 24. No Waiver of Covenants or Conditions.

The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained shall not be construed as a waiver of such covenant, condition, or option in any other instance. This Contract cannot be changed or terminated orally.

Section 25. Notice.

Notice under this Contract shall be given to the County by mailing written notice postage prepaid, to the Brevard County Parks and Recreation Department, Administration Office, 2725 Judge Fran Jamieson Way, Building B Suite 203 Melbourne, Florida 32940; and notice shall be given to the Tenant by mailing written notice, postage prepaid, Town of Melbourne Beach, 507 Ocean Avenue Melbourne Beach, Florida 32951.

Section 26. Obligations of the Tenant.

The Tenant shall be solely responsible for the operation, restoration, preservation, maintenance, and management of the Premises, including the Historic Williams Building and its surrounding grounds, for the duration of this Agreement. This includes but is not limited to custodial services, landscaping, structural and non-structural repairs, and ongoing care of all interior and exterior elements, consistent with the facility's historic character.

The Tenant shall:

1. Maintain the Premises in a safe, clean, and functional condition at all times;
2. Pay the cost of all utility services provided to the Premises, including internet, electric, gas, water, sanitary sewer, and garbage collection, whether provided by the County, a municipality, or any other public agency or utility provider;

3. Maintain all required insurance coverage as set forth in this Agreement and provide current certificates of insurance to the County upon request;
4. Ensure full compliance with all applicable federal, state, and local laws, codes, ordinances, and regulations;
5. Prevent the placement or filing of any lien, encumbrance, or claim against the Premises or any portion thereof;
6. Obtain prior written approval from the County before initiating any structural improvement, renovation, or alteration to the Premises; and
7. Promptly notify the County of any damage, hazardous condition, or significant maintenance issue that may compromise the safety, habitability, or structural integrity of the Premises.

Section 27. Obligations of the County.

The County shall retain legal ownership of the Premises and grant the Tenant the right to use and occupy the Premises for the full term of this Agreement, provided the Tenant remains in compliance with all terms and conditions herein. The County shall have no obligation to operate, maintain, staff, improve, repair, or otherwise support the Premises during the term of this Agreement, except as may be required by law in its capacity as property owner.

Section 28. Partial Destruction of Premises.

Partial destruction of the Premises shall not render this Contract void or terminate it except as herein provided. If the Premises is partially destroyed during the term of this Contract, County may endeavor to make repairs, at the County's sole option, and when such repairs can be made in conformity with local, state, and federal laws and regulations, within ninety days of the partial destruction. If the repairs cannot be so made in ninety days and the County does not elect to make them within a reasonable time, either party hereto has the option to terminate this Contract. If the Premises is more than one-third destroyed, County or Tenant may at its option terminate this Contract, giving ninety-day notice to the other party.

Section 29. Public Entity Crimes.

A person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two

for a period of thirty-six months from the date of being placed on the convicted Contractor list.

Section 30. Right of Entry by County.

The County or its agents may at any time enter onto the Premises for the purpose of inspection of same or for performing such other duties as are required by the terms of this Contract, or the rules, regulation, ordinances or laws of any governmental body.

Section 31. Right to Audit Records.

In performance of this Contract, the Tenant shall keep books, records, and account of all activities related to this Contract in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Tenant in conjunction with this Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County. The Tenant shall retain all documents, books and records for a period of five years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and Chapter 119, Florida Statutes. All records or documents created by or provided to the Tenant by the County in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Tenant shall ensure the public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract and following termination of the Contract if the Tenant does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Contract, the Tenant may transfer at no cost to the County, all public records in possession of the Tenant. If the Tenant transfers all public records to the County upon termination of the Contract, the Tenant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Section 32. Severability.

If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 33. Statutes, Laws, Rules and Regulations.

The Tenant's use of the Premises will be in accordance with applicable laws, rules, regulations, policies and procedures approved by the Department and/or the County.

The County reserves the right to disapprove any and all activities held at the Premises, which may be in conflict with the Department's and/or the County's Policies and Administrative Orders and agrees to furnish the Tenant with a copy of such rules, regulations, policies, procedures, and amendments thereto.

It shall be the Tenant's responsibility to be aware of and comply with all laws, statutes, ordinances, fire codes, rules, orders, regulations and requirements of all local, state, and federal agencies as applicable.

Section 34. Successors in Interest.

This Contract and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives, and assigns of the parties.

Section 35. Surrender of Premises.

Tenant shall surrender the Premises to the County at the end of the Contract term in generally the same condition as when Tenant took possession, allowing for county-approved changes and modifications agreed to by the parties over time, reasonable wear and tear, damages by acts of God, including fire and storm. On or before the date of surrender, Tenant shall remove all business signs or symbols placed on the Premises by Tenant and restore the portion of the Premises on which they were placed in the same condition as before placement.

Section 36. Termination for Convenience.

Either party may terminate this Contract for their own convenience upon providing sixty day written notice to the other party. In the event of a termination for convenience, the parties agree that the only termination damages payable by either party will be prorated rent due to the County up to the date of termination.

Section 37. Unauthorized Alien Workers.

Brevard County will not intentionally award publicly-funded contracts to any Tenant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider the employment by Tenant of unauthorized aliens a violation of Section 274A (e) of the INA and such violation shall be grounds for unilateral cancellation of this Contract by the County

Section 38. Venue/Waiver of Jury Trial.

Venue for any legal action brought by any party to this Contract to interpret, construe or enforce this Contract shall be in court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

(remainder of page left intentionally blank)

In Witness Whereof, the parties have hereunto set their hands and seals on the day and year written herein below.

Attest:



Rachel Sadoff, Clerk

Brevard County, Florida

By: 

Rob Felter, Chairman
Board of County Commissioners

As Approved by the Board on August
26, 2025

Attest:

Amber Brown, Clerk

**Town of Melbourne Beach
Brevard County, Florida**

By: _____

Elizabeth Mascaro, Town Manager

As approved by the Town on _____

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by _____ with **Town of Melbourne Beach, Brevard County, Florida**. He/She is personally known to me or has produced _____ as identification.

Notary Public

Typed/Printed Name

Exhibit “A” Resolution



RESOLUTION NO. 2025-084

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, PURSUANT TO SECTION 125.38, FLORIDA STATUTES, AUTHORIZING THE LEASE OF REAL PROPERTY TO THE TOWN OF MELBOURNE BEACH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Brevard County (the “County”) owns the property and facility commonly known as the Historic Williams Building, located at 2373 Oak Street in Melbourne Beach, Florida (the “Premises”); and

WHEREAS, the County and the Town of Melbourne Beach (the “Town”) have been in a Lease Agreement for the Premises since October 31, 2001, under terms approved by the Board of County Commissioners; and

WHEREAS, although the current lease remains in effect through 2026, both parties wish to enter into a new lease agreement early to support the Town’s capital investment in the facility; and

WHEREAS, the continued use and operation of the Premises by the Town for public programming, historical preservation, and cultural benefit serves a valid public purpose and complies with Section 125.38, Florida Statutes; and

WHEREAS, the Board wishes to authorize execution of the new Lease Agreement and delegate authority to the Parks and Recreation Director to execute the renewal option and any future amendments.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of County Commissioners of Brevard County, Florida, that:

1. The Town of Melbourne Beach has expressed its desire to continue operating the Historic Williams Building, located at 2373 Oak Street, Melbourne Beach, Florida, as a public facility supporting historic preservation, cultural programming, and community engagement.
2. The County has determined that the Historic Williams Building is not presently needed for County purposes and will be used in a manner compatible with County purposes.
3. The Town shall operate, maintain, and preserve the Historic Williams Building for the benefit and enjoyment of the public, consistent with the terms of the Lease Agreement.

4. The proposed use of the property will serve the public interest, will serve a public purpose, and is in the best interest of the County.
5. The County shall enter into a Lease Agreement with the Town for a term of twenty (25) years, with one (1) additional five (5) year renewal option. The Chairman of the Board of County Commissioners shall be authorized to execute the Lease Agreement on behalf of the County. The Director of Parks and Recreation shall have the authority to execute the renewal option and any future amendments to the Lease Agreement.
6. The consideration for the Lease shall be one dollar (\$1.00) per year.

In the event the Premises are not used or cease to be used for the stated purpose, the lease term shall immediately cease, and the Premises shall immediately revert to the County which shall thereafter have the right to re-enter and repossess the property.

7. **Effective Date.** This Resolution shall take effect upon approval by the Board of County Commissioners.

DONE, ORDERED, AND ADOPTED, in regular session, this 26th day of August 2025.

ATTEST:



Rachel M. Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA



Rob Feltner, Chairman
As approved by the Board on August 26, 2025

Exhibit “B” Aerial

EXHIBIT "B"

Historic Williams Building

2373 Oak Street, Melbourne
Beach, Florida 32951



Brevard County Parks and Recreation

2725 Judge Fran Jamieson Way
Viera, FL 32940

100 50 0 100 Feet



DISCLAIMER: This map is intended for display purposes only and is not intended for any legal representation.

Exhibit “C” Attestation



Exhibit "C"
ATTESTATION OF COMPLIANCE



With Background Screening Requirements

I, _____, hereby affirm under penalty of perjury that I am over eighteen (18) years of age and am the duly authorized representative of the Town of Melbourne Beach ("Tenant") in connection with the Lease Agreement between the Tenant and Brevard County for the use of the Historic Williams Building.

Pursuant to Section 8 of the Lease Agreement, I hereby attest that:

- The Tenant is a municipal government entity and has adopted and enforces internal policies and procedures related to the background screening of its employees, agents, contractors, and volunteers;
- Such procedures are designed to promote public safety and are substantially consistent with the intent and disqualifying offenses outlined in Section 435.04, Florida Statutes, as a benchmark;
- The Tenant shall remain solely responsible for administering and enforcing its own background screening policy for the duration of the Lease term.

This Attestation is provided in accordance with Section 8 of the Lease Agreement and shall be resubmitted upon any renewal of the Lease or within thirty (30) days of any change in the Town Manager or other authorized representative designated to oversee operations at the Premises.

Executed this ____ day of _____, 20__.

Signature

Print Name

Print Title

Phone Number