



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.2.

12/3/2024

Subject:

Approval, Re: Execute Non-Competitive Lease Agreement and Resolution to Lease County Owned Property for Bit and Spur Club of Central Brevard, Inc. Equestrian Activities (District 1)

Fiscal Impact:

Revenue per year \$546.63 FY 24-25, to be increased on an annual basis by 2% or by the Consumer Price Index for Urban Consumers (CPI-U) average for the previous calendar year's 12-months, or whichever is higher.

Dept/Office:

Parks and Recreation

Requested Action:

1. Approve and authorize the Chairman to execute the Non-Competitive Lease Agreement and Resolution;
2. Authorize the Parks and Recreation Director to sign future agreements, amendments, and modifications upon County Attorney and Risk Management approval.

Note: Approval of this action requires a majority plus one vote.

Summary Explanation and Background:

The Bit and Spur Club of Central Brevard, Inc., an equestrian club, and Brevard County initially entered into a Lease Agreement in January 1994. The County acquired the 17.3-acre property, located at 757 Friday Road, Cocoa, Florida, Parcel ID 24-35-27-00-5, in 1993. Prior to the acquisition of the property by Brevard County, the previous owner had allowed Bit and Spur Club of Central Brevard, Inc. to utilize the property for equestrian activities. The Bit and Spur Club of Central Brevard, Inc. has developed numerous permanent facilities including a lighted show ring, an announcer building, a restroom facility, a screened-in pavilion, bleachers, and a stabilized parking area. Bit and Spur Club of Central Brevard, Inc. provides on-site security with a caretaker who resides in the caretaker's personal mobile home and maintains the property.

The Bit and Spur Club of Brevard County, Inc. provides insurance liability coverage. Brevard County does not have any maintenance or utility expense responsibility for the property. This non-competitive Lease Agreement is for five (5) years with an additional five (5) year term upon written request by the Club.

The Bit and Spur Club of Brevard County, Inc. intends to make further improvements to the property. At no cost to the County, they agree to obtain prior approval from the Parks and Recreation Director, obtain all necessary permits and build according to all local, County, and State building codes.

Clerk to the Board Instructions:

Please provide a copy of the Clerk to the Board memorandum to Mary Ellen Donner, Parks and Recreation Director, Maryellen.donner@brevardfl.gov <mailto:Maryellen.donner@brevardfl.gov>, (321) 633-2046.



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

December 4, 2024

MEMORANDUM

TO: Mary Ellen Donner, Parks and Recreation Director

RE: Item F.2., Approval to Execute Non-Competitive Lease Agreement and Resolution to Lease County-Owned Property for Bit and Spur Club of Central Brevard, Inc. for Equestrian Activities

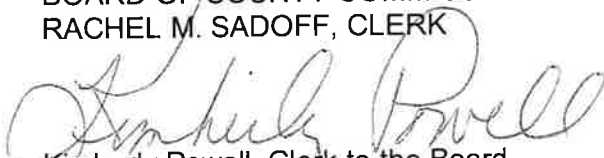
The Board of County Commissioners, in regular session on December 3, 2024, adopted Resolution No. 24-128, authorizing the non-competitive leasing of County-owned property; approved and authorized the Chairman to execute the Lease Agreement to lease County-owned property for Bit and Spur Club of Central Brevard, Inc. for equestrian activities; and authorized the Parks and Recreation Director to sign future agreements, amendments, and modifications, upon County Attorney and Risk Management approval. Enclosed is a fully-executed Resolution and an executed Lease Agreement.

Upon execution by Bit and Spur Club of Central Brevard, Inc., please return a fully-executed Lease Agreement to this office for inclusion to the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK



Kimberly Powell, Clerk to the Board

Encls. (2)

cc: County Manager
County Attorney
Finance
Budget



Brevard County
Parks and Recreation Department



Non-Competitive Lease

Bit and Spur Club of Central Brevard, Inc

757 Friday Road
Cocoa, Florida 32926
Parcel ID: 24-35-27-00-5

Effective December 5, 2024

Payments Total:
\$546.63 Yearly

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Non-Competitive Lease



This Agreement, hereinto referred to as **"Contract"**, made by and between the **Brevard County Board of County Commissioners**, a political subdivision of the State of Florida, hereinafter referred to as **"County"**, and **Bit and Spur Club of Central Brevard, Inc.**, a 501(c)(3) tax exempt Not for Profit Corporation organized under the laws of the State of Florida, hereinafter referred to as **"Contractor"**.

Witnesseth

Whereas, the County is the owner or authorized administrator of certain real property located in Brevard County, Florida, commonly known as Bit and Spur Arena and Auxiliary Facilities, 757 Friday Road, Cocoa, Florida, 32926, Parcel ID: 24-35-27-00-5 (attached hereto as Exhibit "A") and hereinafter referred to as **"Park"**; and

Whereas, the County has duly noticed the Non-Competitive Lease as per Brevard County Ordinance 2005-45, Section 7(b).

Whereas, the County desires to lease certain buildings, structures, grounds, equipment and facilities located within the Park; and

Whereas, the Contractor desires to utilize certain facilities located at the Park for purposes of providing a common ground for families to come together to educate and preserve a way of life and a love of horses and community through equestrian activities; and

Whereas, the County has an interest in allowing programs and services to provided to the citizens of the County; and

Whereas, the County may provide parks, preserves, playgrounds, recreation areas, and other recreation facilities and programs pursuant to Section 125.01(1)(f), Florida Statutes; and

Whereas, the approved public recreation programs provided by the Contractor are of a nature that could be provided by local, state or other governmental entity; and

Whereas, the County has by Resolution determined that these programs and services provided will promote public health, safety or welfare, will serve the public interest, will serve a public purpose, constitute a service that could be provided by local government, and are compatible with the County purposes for which the Park was constructed.

Now, Therefore, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

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

Section 1. Leased Property.

The County hereby leases to the Contractor and the Contractor hereby leases from the County approximately 17.58-acre Parcel ID 24-35-27-00-5 in Exhibit "A", attached hereto. The Park includes all improvements to the leased real property, whether constructed before or after the date of the Contract, and all fixtures, furniture, equipment and supplies, if any, placed on the leased real property by the County. Use of other Parks and/or facilities by the Contractor must prior approval of the Area Manager and are subject to the fees and charges outlined in the Board County Parks and Recreation Department Fee Schedule adopted by the Board of County Commissioners and in effect at the time of requested use. The Club desires to operate and maintain the Bit and Spur Arena and Auxiliary Facilities for the benefit and enjoyment of all County residents and visitors. The County finds that the Club's proposed operation and maintenance of the Bit and Spur Arena and Auxiliary Facilities will promote public health, safety or welfare, will serve the public interest, and will serve a public purpose. In the event the property is not used or ceases to be used for the stated purpose, the lease term shall immediately cease and the property shall revert to the county which shall thereafter have the right to re-enter and repossess the property.

Section 2. Term.

The terms of this agreement shall be effective for five (5) years, with the option renew by mutual agreement of both parties, for five (5) additional year period with the opportunity to negotiate pricing, terms, and conditions. The Contractor will notify the County in writing ninety (90) days prior to the expiration of the agreement as to its intent to renew.

Section 3. Payments.

- A. Contractor shall pay to the County the amount of **\$546.63** plus any applicable sales tax. Payments shall be made by the tenth day of January each year for the term of this Contract. Payments shall be submitted directly to Central Area Parks Operations, 840 Forrest Avenue, Cocoa, Florida 32922.
- B. Any approved adjustments to the pricing, terms, or conditions will not take effect until the anniversary of the contract start date and any such granted adjustments will be in effect for the remainder of the contract following the said anniversary start date. Written request for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index (CPI).
- C. Yearly payments will be increased on an annual basis prior to the start of each contract year by two percent (2%) annually or by the Consumer Price Index for Urban Consumers (CPI-U) average for the previous calendar year's 12-months, whichever amount is higher.

Section 4. Accounting Procedures and Reports.

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- A. The Contractor shall submit at their own expense a Quarterly Gross Revenue Report for the prior quarter to the Director no later than 24 days after the close of business for each applicable quarter.
- C. The Contractor shall submit a Quarterly Activities Report, listing the services and events offered during the previous quarter and the number of participants for each type of service offered to the Director no later than 24 days after the close of business for each applicable quarter.

Section 5. Americans with Disabilities Act Compliance.

The County and Contractor 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 Park any condition causing the Park to become non-compliant. The parties shall work together to remedy any known violations of the ADA that may occur.

Section 6. Administration.

The Contractor, in accepting this Contract, acknowledges and agrees that the County shall have the right and the authority, but not the obligation, to adopt Rules and Regulations regulating Contractor's conduct of its business when operating in County parks; to set schedules and times for operation and for use of all facilities; to resolve disputes between Contractor, or with 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 Contractor to the Parks and Recreation Director, whose decision shall be final.

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.

1. The County will be responsible for conducting a High-Level Security Check - Level 2 background screening through the Florida Department Law Enforcement (FDLE) / Federal Bureau of Investigation (FBI) for the contract signatory.
2. The Contractor shall be responsible for:
 - a. Submitting information for all employees, agents, representatives or volunteers to the State of Florida Criminal History Record Check to the Florida Department of Law Enforcement (FDLE) <https://www.fdle.state.fl.us/Criminal-History-Records/Florida-Checks>
 - b. The Contractor shall conduct and maintain such standards for the employment for personnel throughout the Contract term, including any renewal periods as follows:
 - i. The Contractor shall be responsible for, and pay the cost of, having Criminal History Record Checks performed on all the Concessionaire's employees, agents,

representatives, or volunteers.

- ii. The Contractor shall not allow any employees, agents, representatives, or volunteers to work unsupervised with at risk populations prior to such person successfully completing the State of Florida Criminal History Record Check.
- iii. The Contractor shall refer to criteria as outlined in this bid and reference Florida State Statutes 435.04 in determining if a person shall be disqualified from working/volunteering at the Park.
- iv. An Attestation of Compliance, stating Florida Criminal History Record Checks have been performed on all Contractor employees, agents, representatives, or volunteers, shall be submitted prior to the Contract being awarded.
- v. An Attestation of Compliance form shall be submitted at a minimum, annually or when new employees, agents, representatives or volunteers join the Contractor's business.
- vi. The Contractor shall notify the Parks and Recreation Director, in writing, within 24 hours' notice of any arrest or change in criminal status, regarding any of their employees, agents, representatives or volunteers.
- vii. The Contractor shall be responsible for completing reference checks, prior employment checks and any pre-employment testing and verification.

Section 9. Business Interruption.

The County shall not be liable to the Contractor for any damages arising out of the temporary prohibition of use and/or access to the designated parks, docks or launch areas for environmental protection, public safety, maintenance or governmental activities or events which prohibits the Contractor from being present and/or engaging in its business activities.

Section 10. 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 Contractor in the United States or any other country.

Section 11. Covenants against Assignment.

The Contractor, its successors or assigns, shall not assign any rights under this Contract nor allow same to be assigned by operation of law without express written approval of the County. The Contractor may not assign any right to use the Park, any part thereof, or any right or privilege connected therewith, or to allow any other individual, group, or contractor to occupy the Park or any part thereof without prior written consent from the Director.

Section 12. Emergencies.

In the event of a declared state of emergency in Brevard County by the Board of County

Commissioners, the County retains the right to immediately resume occupation, management, and maintenance of the facility, to use the facility to meet any emergency needs of the citizens of Brevard County for the period of that emergency and a reasonable period of time thereafter as deemed necessary by the County.

Section 13. Entire Contract.

This Contract, together with any Exhibits, Requests for Bids (RFP), qualifications and bid documents constitutes the entire Contract between the County and Contractor and supersedes any 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 hereto. As of the Effective Date of this Contract, all authority, permission, and right, express or implied, heretofore granted or inferred to be granted by the County to Contractor to operate a Property shall be terminated.

Section 14. E-Verify.

- A.** In accordance with Chapter 448.095, Florida Statutes, the Contractor 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 Contractor during the term of this Contract; and
- B.** The Contractor 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 Contractor 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 Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program.
- D.** The Contractor must meet this requirement, unless:
 - 1) The contract is solely for the 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); or
 - 4) The contract is being executed with a company based outside of the United States of America and does not employ any United States of American citizens.
- E.** Compliance with the terms of this section is made an express condition of this Contract

and the County may treat a failure to comply as a material breach of this Contract.

- F. A Contractor 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 Contractor hires or employs a person who is not eligible for employment.
- G. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Section 15. 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 Contractor of the request and the Contractor 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 Contractor 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 Contractor fails to provide the requested public records to the County within a reasonable time, the Contractor 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. Contractor's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination. If Contractor 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 Contractor's possession and control, the Contractor agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Contractor shall hire and compensate attorneys to represent the Contractor and County in defending such action. The Contractor 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 Contractor has questions regarding the application of Chapter 119 Florida Statutes, to the Contractor's duty to provide Public Records relating to this Contract, contact the Custodian of Public Records:

**Brevard County Parks and Recreation Diana Marquardt 2725 Judge Fran
Jamieson Way, B203 Viera, Florida**

Email Diana.Marquardt@Brevardfl.gov

Phone: (321) 633-2046

Section 16. 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 beyond the reasonable control of the parties. Despite the foregoing, the Contractor shall make payments as otherwise provided herein.

Section 17. 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 18. Illegal, Unlawful, or Improper Use.

The Contractor shall make no unlawful, improper, immoral, or offensive use of the Park nor allow said Park to be utilized for any purpose other than that hereinabove set forth. Failure of the Contractor to comply with this provision shall be considered a material breach of this Contract and subject same to immediate termination by the County, where upon the County shall be entitled to immediately re-enter and retake possession of the Park and terminate this contract.

Section 19. Improvements.

Any improvements or repairs, to the Park by the Contractor must be requested in writing to the County, and mutually agreed upon by the County and the Contractor, 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 Contractor to the Park shall be submitted in writing to and approved by the Director of Parks and Recreation prior to the construction or installation of such improvement, structure, landscaping or facility. All construction or structural improvements must be permitted and built according to all local, County, and State building code regulations. It is hereby mutually agreed and understood that any building, structure, fixture, or facility located thereon and permanently attached thereto shall become the property of the fee simple title holder.

Section 20. Indemnification and Insurance.

The Contractor agrees to indemnify and hold harmless the County from any and all liability, claims, damages expenses (including attorney's fees and costs), proceedings and causes of action of every kind and nature, arising out of or connected with the activities of the Contractor or Contractor's employees, contractors, subcontractors, agents, representatives or volunteer's use, occupation, management of the facilities or any improvements thereon or any furniture, furnishings, equipment and fixtures utilized in connection therewith. The Contractor agrees to

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defend at his expense any and all actions, suits or proceedings which may be brought against the County arising from the Contractor's activities and that he will satisfy, pay, and discharge any and all judgments that may be entered against the County in any such action or proceeding. It is agreed by the parties hereto that specific consideration has been paid under this Contract for this indemnification and hold harmless provision. The Contractor shall notify the County immediately in writing of any potentially hazardous condition existing on or about the premises utilized in conducting said program. All personal property utilized at a County facility shall be at the risk of the Contractor, and the County shall have no liability for any damage or loss to any personal property located thereon for any cause whatsoever.

The Contractor agrees and understands that the County does not and shall not carry liability, fire, or theft insurance on the operation of these facilities to cover the Contractor's interest therein. The Contractor agrees to provide and maintain at all times during the term of this Contract, without cost or expense to the County, policies of insurance generally known as comprehensive general liability policies insuring the Contractor against any and all claims, demands and causes of action whatsoever for injuries received and damage to property incurred in connection with the use, occupation, and management or control of the property during any activities conducted thereon by Contractor. Such policies of insurance shall insure the Contractor in the amount of not less than One Million Dollars per occurrence to cover any and all claims and costs arising in connection with any and all liability claims arising in connection with any particular accident or occurrence, Watercraft Liability Insurance in an amount not less than One Million Dollars per occurrence to cover any and all liability claims arising in connection with any particular accident or occurrence and Sexual Abuse and Molestation coverage in the amount of One Million dollars.

The Contractor is responsible for Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable. These insurance requirements shall not relieve or limit the liability of the Contractor. The County does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Contractor's interests or liabilities but are merely minimums. A certificate of insurance indicating that the Contractor has coverage in accordance with the requirements of the Contract shall be furnished by the Contractor to the Brevard County Parks and Recreation Department, Central Area Parks Operations, 840 Forrest Avenue, Cocoa, Florida 32922, prior to execution of this Contract.

Section 21. Independent Contractor.

The Contractor 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 22. Modification.

No modification of this Contract shall be binding on the County or the Contractor unless reduced to writing and signed by a duly authorized representative of both the County and the Contractor.

Section 23. Music Performance.

The Contractor shall not use, play or perform copyrighted music without appropriate licensing or other permission. The Contractor shall be solely responsible for obtaining appropriate licensing or permission to use, play or perform copyrighted music. The use or performance of copyrighted music without appropriate licensing or other permission shall constitute a breach of this Contract. The Contractor agrees to indemnify and hold harmless the County for unauthorized use or performance of copyrighted music.

Section 24. 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, Central Area Parks Operations, 840 Forrest Avenue, Cocoa, Florida 32922; and notice shall be given to the Contractor by mailing written notice, postage prepaid, to **Bit and Spur Club of Central Brevard, Inc., Stacy Marchetti, President, 6421 Sorrel Drive, Cocoa 32926.**

Section 25. Obligations of the Contractor.

- A.** Provide adequate collection and disposal of garbage by a dumpster located on site.
- B.** Provide water and sewer service connections.

Section 26. Obligations of the County.

- A.** Provide access to the Park during normal operating hours to the best of its ability, subject to the right of the County or any other governmental authority to temporarily restrict or deny access to said Park for the purpose of constructing, installing, operating or maintaining any public Park, including, but not limited to, public works and public utilities, or for the purpose of performing any other governmental function.
- B.** Change the existing locks and provide two sets of keys to the Contractor.
- C.** Provide appropriate measures to minimize damage when severe weather or other dangerous conditions are expected.

D. Customer Service Evaluation: The Contractor shall be provided copies of "Compliments, Concerns, Evaluation Cards," submitted by customers.

Section 27. Personal Property.

All personal property housed or placed at the Park shall be housed or placed at the risk of Contractor, and the County shall have no liability for any damage or loss to any personal property located thereon for any cause whatsoever. The Contractor agrees and understands that the County does not and shall not carry liability, fire, or theft insurance on the operation of these facilities to cover the Contractor's interest therein.

The Contractor shall retain title to all personal property purchased by the Contractor and placed at the Park, unless otherwise agreed to by the parties. The Contractor shall obtain approval from the County prior to placing any personal property or equipment at the Park.

Section 28. 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 29. Right of Entry by County.

The County or its agents may at any time enter onto the Park 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 30. Right to Audit Records.

In performance of this Contract, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Contract, the Contractor may transfer at no cost to the County, all public records in possession of the Contractor. If the Contractor transfers all public records to the County upon termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Section 31. 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 32. Statutes, Laws, Rules and Regulations.

The Contractor's use of the Park 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 Park, which may be in conflict with the Department's and/or the County's Policies and Administrative Orders and agrees to furnish the Contractor with a copy of such rules, regulations, policies, procedures, and amendments thereto upon request.

It shall be the Contractor'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.

Contractor shall provide to the County written evidence of current satisfactory health inspections at all times. The Contractor shall secure and maintain all licenses and/or permits required and pay when due any and all taxes and assessments which may be imposed or assessed by governmental units in connection with the business or operation conducted pursuant to the provisions of the Contract. Any such licenses and permits shall be maintained and posted, if required, at appropriate places at the Park within fifteen days of the execution of this Contract by both parties.

Section 33. 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 34. Termination for Convenience.

Either party may terminate this Contract for their own convenience upon providing thirty days

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written notice to the other party. Upon termination of this Contract, the Contractor shall have fifteen days within which to remove all personal property. Any property not removed within said fifteen-day period shall become the property of the County. All equipment owned by the Contractor and utilized in the facility will be removed by the Contractor upon expiration of the Contract. Removal of the equipment is at the Contractor's sole cost and expense and will immediately repair any damage to the premises by reason of such removal so as to leave the premises in a neat and clean condition.

Section 35. Unauthorized Alien Workers.

The County will not intentionally award publicly funded contracts to any contractor 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 the contractor 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 36. Utilities.

- A. The Contractor shall be responsible for payment and repair of all-natural gas or equipment used in the operation of the park.
- B. The Contractor shall be bearing the cost of all utilities including electrical, water, and sewer services in the operation of the concession services.
- C. The Contractor shall provide all electrical and plumbing associated with the operation of the concession services.
- D. The Contractor shall be responsible for telephone and Wi-Fi accessibility.

Section 37. Venue and 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.

**Board of County Commissioners
of Brevard County, Florida**

By:  DEC 03 2024
Rob Feltner, Chairman Date

As approved by the Board on December 3, 2024.

Bit and Spur Club of Central Brevard

By: _____
Stacy Marchetti, President

State of Florida
County of Brevard

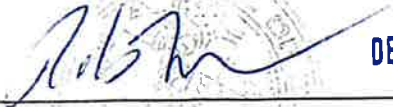
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this _____ day of _____, 2024 by Stacy Marchetti She/He is personally known to me or has produced _____ as identification.

Notary Public

Typed/Printed Name

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

**Board of County Commissioners
of Brevard County, Florida**

By: 
Rob Feltner, Chairman

DEC 03 2024

Date

As approved by the Board on December 3, 2024.

Bit and Spur Club of Central Brevard

By: 
Stacy Marchetti, President

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 5th day of December, 2024 by Stacy Marchetti She/He is personally known to me or has produced _____ as identification.



DENISE J. HAYES
Commission # HH 070161
Expires January 10, 2025
Bonded Thru Budget Notary Services

Notary Public


Typed/Printed Name

Exhibit "A"
Leased Property

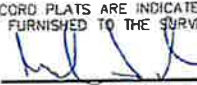

LEGAL DESCRIPTION PARCEL # 901 PARENT PARCEL ID#: 24-35-27-00-5 PURPOSE: LEASE PARCEL		EXHIBIT "A" SHEET 1 OF 2 NOT VALID WITHOUT SHEET 2 OF 2 THIS IS NOT A SURVEY SEE SURVEYORS NOTE #1	
LEGAL DESCRIPTION: LEASE PARCEL 901 (BY SURVEYOR)			
A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3327, PAGE 4672 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND ALSO BEING LOCATED WITHIN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:			
COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27, TOWNSHIP 24 SOUTH, RANGE 35 EAST; THENCE NORTH 89° 58' 21" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27 FOR A DISTANCE OF 65.00 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1571, PAGE 97, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 89° 58' 21" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1264.41 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH 00° 21' 54" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 600.01 FEET TO A POINT ON THE SOUTH LINE OF A FLORIDA POWER AND LIGHT EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 539, PAGE 184; THENCE SOUTH 89° 58' 21" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1279.33 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF FRIDAY ROAD; THENCE SOUTH 00° 21' 29" WEST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 538.62 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN NORTH 89° 35' 15" WEST FOR A DISTANCE OF 34.49 FEET; THENCE SOUTH 00° 24' 56" WEST FOR A DISTANCE OF 36.63 FEET; THENCE SOUTH 89° 58' 21" EAST FOR A DISTANCE OF 19.54 FEET TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1571, PAGE 97; THENCE SOUTH 00° 21' 29" WEST ALONG THE WEST LINE OF THE AFORESAID DESCRIBED LANDS FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.			
CONTAINING 765,983 SQUARE FEET (17.58 ACRES), MORE OR LESS.			
UNLESS OTHERWISE INDICATED, ALL PUBLIC RECORDS REFER TO THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE ABOVE DESCRIBED LANDS IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS, AND RESTRICTIONS OF RECORD. THIS SURVEYOR DID NOT PERFORM A SEARCH OF THE PUBLIC RECORDS; NO TITLE OPINION IS EXPRESSED OR IMPLIED.			
SURVEYOR'S NOTES:			
1. THIS SKETCH IS NOT A SURVEY BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREIN			
2. BEARINGS SHOWN HEREON ARE SPECIFICALLY BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27 AS BEING NORTH 00° 21' 29" EAST AS DETERMINED BY THEIR COORDINATE VALUES PER SAID FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE 0901.			
3. REFERENCE MATERIAL:			
a. FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD NO. 520, SECTION 70100-2575, DATED 12/14/00.			
b. FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD NO. 9 (I-95), SECTION 70220, DATED 5/20/2005.			
4. ONLY RIGHTS OF WAY AND EASEMENTS SHOWN ON APPLICABLE RECORD PLATS ARE INDICATED HEREON. NO OWNERSHIP AND ENCUMBRANCE REPORT OR OTHER INFORMATION WAS FURNISHED TO THE SURVEYOR AND MAPPER.			
PREPARED FOR: BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS		 MICHAEL J. SWEENEY, PSM 4870 PROFESSIONAL SURVEYOR & MAPPER NOT VALID UNLESS SIGNED AND SEALED	
PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940 PHONE: (321) 633-2080			
DRAWN BY: MRC	CHECKED BY: MJS	PROJECT NO. 19-02-036	SECTION 27 TOWNSHIP 24 SOUTH RANGE 35 EAST
DATE: 10/17/2019	SHEET: 1 OF 2	REVISIONS	DATE DESCRIPTION

Exhibit "B"
Attestation



ATTESTATION OF COMPLIANCE
With Background Screening Requirements



I, Stacy Marchetti swear and affirm under penalty of perjury as follows:
(Lessor Presidents Name)

1. That I am over eighteen (18) years of age and am the registered President and am authorized to sign for the subject Lessor, Bit and Spur of Central Brevard
(Lessor Name)
2. That I am in full compliance with the Lease Contract;
3. That I am in compliance, and shall maintain compliance with the following statements:
 - All Lessors shall conduct and pay for a Level 2, background screening, as defined in Florida Statutes Chapter 435.04, and include fingerprinting, of their staff and associated volunteers as a requirement of their Lease Contract with the Brevard County Board of County Commissioners;
 - Under our Lease Contract, all staff and associated volunteers have not been arrested for and are not awaiting final disposition of, have not been found guilty of, regardless of adjudication, or have not entered a plea of nolo contendere (no contest) or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for any offense that would result in failure to pass a Level 2, Moderate level Background Screen.
 - The Lessor shall notify the Parks and Recreation Director in writing, within 24 hours of any arrest or change in criminal status, as updated by the background screening system regarding any of their staff and associated volunteers.
 - That we have met all the requirements for the Brevard County Board of County Commissioners Background Screening.

12/5/24
Date

Bit and Spur
Lessor Name

Stacy Marchetti
Signature

Stacy Marchetti / President
Print Name/Title

321-698-8171
Phone Number

Resolution No. 2024-~~128~~

A RESOLUTION PURSUANT TO SECTION 125.38, FLORIDA STATUTES AND ORDINANCE 2005-45, BREVARD COUNTY CODE OF ORDINANCES, AUTHORIZING THE NON-COMPETITIVE LEASING OF PROPERTY TO A 501(C)(3) TAX EXEMPT NON-PROFIT CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bit and Spur Club of Central Brevard, Inc., a 501(c)(3) tax exempt non-profit corporation organized under the laws of the State of Florida, (herein after referred to as "Club") has applied to the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA (hereinafter referred to as "County"), to lease the property commonly known as the Bit and Spur Arena and Auxiliary Facilities located in Brevard County, 757 Friday Road, Cocoa, Florida, Parcel ID 24-35-27-00-5. as indicated on the legal description attached hereto as Exhibit "A"; and

WHEREAS, the Club desires to operate and maintain the Bit and Spur Arena and Auxiliary Facilities for the benefit and enjoyment of all County residents and visitors; and

WHEREAS, the County finds that the Club's proposed operation and maintenance of the Bit and Spur Arena and Auxiliary Facilities will promote the public health, safety or welfare, will serve the public interest, and will serve a public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:

1. That the Bit and Spur Arena and Auxiliary Facilities as shown on Exhibit "A" attached hereto and incorporated herein by reference, is not needed for County purposes at this time.
2. The County shall enter into an agreement with the Club for the lease of the Bit and Spur Arena and Auxiliary Facilities.
3. The Club will pay \$546.63 per year and provide all utilities, operation, maintenance and other fees and assessments for the property.
4. The term of the lease shall be five (5) years with an option to renew for an additional five (5) year term.
5. The property shall be used by the Club for the purpose of providing equestrian activities. This function or service promotes the public health, safety or welfare, specifically the recreational interests of the public, and could be provided by the County.
6. 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 the property will be used in a manner that is compatible with County purposes.

7. The Club is a non-profit corporation organized under the laws of the State of Florida.
8. A provision shall be incorporated into the lease agreement which states that in the event the property is not used for the purpose stated herein, the lease term shall immediately cease, and the County thereafter shall have the right to re-enter and repossess the property.

This resolution shall take effect immediately.

DONE, ORDERED AND ADOPTED, in Regular Session, this 3rd day of December, 2024.

ATTEST:



Rachel M. Sadoff, Clerk

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

BY:



Rob Feltner, Chairman

AS APPROVED BY THE BOARD ON DEC 03 2024

Exhibit "A"

LEGAL DESCRIPTION

PARCEL # 901

PARENT PARCEL ID# 24-35-27-00-5
PURPOSE: LEASE PARCEL

EXHIBIT "A"

SHEET 1 OF 2

NOT VALID WITHOUT SHEET 2 OF 2

THIS IS NOT A SURVEY
SEE SURVEYORS NOTE #1

LEGAL DESCRIPTION: LEASE PARCEL 901 (BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3327, PAGE 4672 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND ALSO BEING LOCATED WITHIN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27, TOWNSHIP 24 SOUTH, RANGE 35 EAST; THENCE NORTH 89° 58' 21" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27 FOR A DISTANCE OF 65.00 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1571, PAGE 97, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 89° 58' 21" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1264.41 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH 00° 21' 54" EAST ALONG SAID WEST LINE FOR A DISTANCE OF 600.01 FEET TO A POINT ON THE SOUTH LINE OF A FLORIDA POWER AND LIGHT EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 539, PAGE 184; THENCE SOUTH 89° 58' 21" EAST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1279.33 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF FRIDAY ROAD; THENCE SOUTH 00° 21' 29" WEST ALONG SAID WEST RIGHT OF WAY LINE FOR A DISTANCE OF 538.62 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE, RUN NORTH 89° 35' 15" WEST FOR A DISTANCE OF 34.49 FEET; THENCE SOUTH 00° 24' 56" WEST FOR A DISTANCE OF 36.63 FEET; THENCE SOUTH 89° 58' 21" EAST FOR A DISTANCE OF 19.54 FEET TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1571, PAGE 97; THENCE SOUTH 00° 21' 29" WEST ALONG THE WEST LINE OF THE AFORESAID DESCRIBED LANDS FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING,

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4. ONLY RIGHTS OF WAY AND EASEMENTS SHOWN ON APPLICABLE RECORD PLATS ARE INDICATED HEREON. NO OWNERSHIP AND ENCUMBRANCE REPORT OR OTHER INFORMATION WAS FURNISHED TO THE SURVEYOR AND MAPPER.

PREPARED FOR:

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

MICHAEL J. SWEENEY, PSM 4870
PROFESSIONAL SURVEYOR & MAPPER
NOT VALID UNLESS SIGNED AND SEALED

PREPARED BY: BREVARD COUNTY PUBLIC WORKS SURVEYING AND MAPPING DIVISION
ADDRESS: 2725 JUDGE FRAN JAMIESON WAY, SUITE A220, VIERA, FLORIDA 32940
PHONE: (321) 633-2080



DRAWN BY: MRC	CHECKED BY: MJS	PROJECT NO. 19-02-038			SECTION 27 TOWNSHIP 24 SOUTH RANGE 35 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 10/17/2019	SHEET: 1 OF 2				

PUBLIC NOTICE
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

As provided in Brevard County Code Section 2-249, notice is hereby given that the Board of County Commissioners will hold a public meeting at 5:00 p.m. on December 3, 2024 at the Brevard County Government Center Board Room, Building C, 2725 Judge Fran Jamieson Way, Viera, Florida. At the meeting, the Board will consider the Resolution and Contract with Bit and Spur Club of Central Brevard, Inc. for the property located at 757 Friday Road, Cocoa, Florida 32926, Parcel ID 24-35-27-00-5. Any person objecting to the Agreement may submit written objections to the County Manager's office or may appear and speak in objection at the meeting.

Additional information may be obtained by contacting Mary Ellen Donner, Parks and Recreation Department Director at (321) 633-2046.

If a person desires to appeal any decision made by this Board with respect to any matter considered at this meeting or hearing, such a person will need a record of this proceeding and that, for such purposes, such person may need to ensure that a verbatim record of this proceeding is made, at his/her own expense, which record includes testimony and evidence on which any such appeal is to be based.

In accordance with the Americans with Disabilities Act and Section 286.26, F.S., persons needing accommodations or an interpreter to participate in the meeting should notify the County Administration no later than 48 hours prior to the public meeting at 321-633-2012.

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Bit and Spur		2. Amount: \$543.63	
3. Fund/Account #:		4. Department Name: Parks & Recreation	
5. Contract Description: Bit and Spur Non Competitive Lease Agreement			
6. Contract Monitor: Diana Marquardt		8. Contract Type: TERM CONTRACT	
7. Dept/Office Director: Mary Ellen Donner			
9. Type of Procurement: Other			

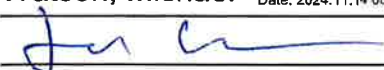
SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Marquardt, Diana <small>Digitally signed by Marquardt, Diana Date: 2024.11.12 10:17:00 -05'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Watson, Michael <small>Digitally signed by Watson, Michael Date: 2024.11.14 08:04:24 -05'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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