



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.14.

8/22/2023

Subject:

Resolution and Lease Contract with the Scottsmoor Community Association, Inc. RE: Scottsmoor Meeting Hall - District 1

Fiscal Impact:

Approval of this action will result in revenue in the amount of \$2,790.24 annually to North Area Parks Operations.

Dept/Office:

Parks and Recreation

Requested Action:

It is requested the Board of County Commissioners approve and authorize the Chair to execute the Resolution and Lease Contract with the Scottsmoor Community Association, Inc.

It is further requested the Board approve and authorize the Parks and Recreation Department Director to execute renewals and amendments upon County Attorney and Risk Management approval.

Approval of the lease requires a supermajority of the Board.

Summary Explanation and Background:

The Scottsmoor Volunteer Fire Department deeded land, located at 3724 Magoon Avenue, Mims, to Brevard County in 1965. The facility is now known as the Scottsmoor Meeting Hall.

Historically, this 2,700 square foot facility has been used by the Scottsmoor Community Association, Inc. to host various activities, events and meetings servicing the population in northern Brevard County. The Scottsmoor Community Association, Inc. hosts activities such as fitness classes, picnics, and holiday events. In addition, the Hall is a popular location for family-oriented occasions such as birthdays, weddings and celebrations of life.

Under the previous contract, SCA paid a monthly rental fee of \$221.45. If approved, this Lease Contract provides for a monthly rental fee of two hundred thirty-two dollars and 52 cents (\$232.52). The initial term of the Lease Agreement is for a period of two years with the option to renew for an additional two-year term and a subsequent one-year term.

Adoption of the Resolution declares the Scottsmoor Meeting Hall was constructed for the proposed use by the Scottsmoor Community Association, Inc. and serves the public interest, will service a public purpose, and constitutes a service that could be provided by the local government. The Resolution and Lease Contract have

been reviewed and approved by Risk Management and the County Attorney's Office.

Brevard County Code of Ordinances, Chapter 2, Section 2-241 through Section 2-251, establishes procedures for the sale, leasing and donation of real property. It requires the intent and County Code to be published on the County website at least five days prior to the public meeting and also requires a supermajority vote by the Board. The posting requirement was successfully completed on August 3, 2023.

Clerk to the Board Instructions:

Please email Patricia Strickland at Patricia.Strickland@brevardfl.gov [<mailto:Patricia.Strickland@brevardfl.gov>](mailto:Patricia.Strickland@brevardfl.gov) or call 321-350-9134 when the Resolution and Lease are ready for pick up.



August 23, 2023

MEMORANDUM

TO: Mary Ellen Donner, Parks and Recreation Director

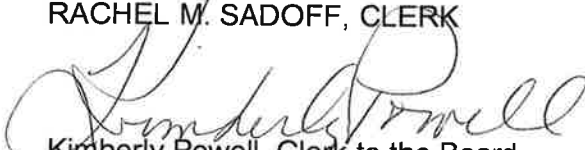
RE: Item F.14., Resolution and Lease Contract with Scottsmoor Community Association, Inc. for Scottsmoor Meeting Hall

The Board of County Commissioners, in regular session on August 22, 2023, approved and adopted Resolution No. 23-076; approved and authorized the Chair to execute Lease Contract with Scottsmoor Community Association, Inc. for Scottsmoor Meeting Hall; and approved and authorized you to execute renewals and amendments upon County Attorney and Risk Management approval. Enclosed are fully-executed Resolution and Lease Contract.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/tr

Encls. (2)

cc: Contracts Administration
Finance
Budget



Brevard County
Parks and Recreation Department



Lease

Scottsmoor Community Association

Scottsmoor Meeting Hall
3724 Magoon Avenue
Scottsmoor, Florida 32754

Effective September 25, 2023

Rental Payments are established at:
\$232.52/Month

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**Scottsmoor Community Association
Lease**



This Lease, 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 **Scottsmoor Community Association, Inc.**, a Florida not for profit corporation, hereinafter referred to as “**Tenant**”.

W i t n e s s e t h

Whereas, the County owns Property and public park Hall commonly known as **Scottsmoor Meeting Hall** (herein referred to as “**Park**”); located at 3724 Magoon Avenue, Scottsmoor, Florida 32754; and

Whereas, the Tenant desires to lease the Park, as depicted in Exhibit “A”; 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 Tenant is dedicated to “Neighbors Helping Neighbors” and sponsors community activities, picnics, and other social and educational events;

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

Whereas, the County has by Resolution, a copy of which is attached hereto as Exhibit “B”, 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 local government, and are compatible with the County purposes for the 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 Tenant and the Tenant hereby leases from the County , the Park as presently constituted, commonly known as the Scottsmoor Meeting Hall, located at

3724 Magoon Avenue, Scottsmoor, Florida 32754 and described in Exhibit "A". The Park includes all improvements to the leased real property, whether constructed before or after the date of the Lease, and all fixtures, furniture, equipment and supplies, if any, placed on the leased property by the County.

Section 2. Term.

This Contract shall be effective from September 25, 2023 for a period of two years. It is hereby mutually agreed and understood that the Tenant may request renewal of this Contract for an additional two-year term and a subsequent one-year term by submitting written request of intent to renew at least ninety days prior to the date of termination of the current term. The Tenant agrees it shall not be entitled to the renewal and agrees it shall not be entitled to any monies or damages should the Parks & Recreation Department Director (hereinafter referred to as "Director") decide not to renew this Contract.

Section 3. Rent.

Tenant shall pay to the County the amount of Two Hundred Thirty-two dollars and Fifty-two cents (\$232.52) per month plus any applicable sales tax as rent for the use and occupancy of the Park. Payments shall be made by the tenth day of each month for the term of this Contract. Payments shall be submitted directly to North Area Parks Operations, 475 North Williams Avenue, Titusville, Florida 32796.

It is hereby mutually agreed and understood that rent may be increased annually by the Consumer Price Index for All Urban Consumers (CPI-U) utilizing the previous calendar years' 12-month CPI-U average.

Section 4. Administration.

The Tenant, 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 Tenant'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 Tenant, 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 Tenant to the Parks and Recreation Director whose decision shall be final.

Section 5. Alterations, Changes and Additions.

Any improvements, structural changes, alterations, or repairs, to the Park 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 Park 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 Park requires closure for an extended period of time, it shall be requested by the Tenant 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 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 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.

The Tenant and any employees, contractors, subcontractors, agents, representatives and volunteers and other persons providing services at the Park shall be screened at a High Level (Level One). The Tenant shall be responsible for, and pay the cost of, having background screening checks performed on all of the Tenant's employees, contractors, subcontractors, agents, representatives and volunteers.

The Tenant shall not allow any employees, contractors, subcontractors, agents, representatives or volunteers to work unsupervised with at risk populations prior to such person successfully completing a High Level (Level One) background screening.

The Director may deny the Tenant and/or deny the Tenant the ability to utilize a staff member, volunteer or any other person providing a service at the Park based on the results of the background screening, at the Director's discretion. The Director shall abide by Brevard County's policy on background screening in determining if a person shall be disqualified from working/volunteering at the Park.

Upon completion of the initial background screening, a re-screening at the same Level will occur at a minimum of every five years.

High Level (Level One) Background screening includes the following:

- A.** Brevard County Clerk of Courts, Brevard Electronic Court Application
- B.** Fingerprinting (Florida Department of Law Enforcement and National Federal Bureau of Investigations Criminal check through Volunteer & Employee Criminal History System)

- C. Department of Juvenile Justice check on individuals under the age of 18 when applicable and allowed in lieu of fingerprinting
- D. National Sex Offender Public Website
- E. Reference Checks
- F. Prior employment check
- G. Education/Licensing verification (case-by-case)
- H. Driver's license check (case-by-case)
- I. Drug Testing (case-by-case)

Section 9. Business Interruption.

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

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 the Park, any part thereof, or any 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 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 Tenant from entering into a short-term use/rental lease with third parties for up to and including three days (no overnight activities); however, even under such circumstances, Tenant shall remain responsible for all of its obligations under this Contract. Tenant shall be responsible for ensuring that all short-term use or rental leases incorporate and adhere to the terms of this Contract.

Section 13. Dissolution.

In the event the Tenant is dissolved or becomes inactive, all liabilities, and obligations owed to the County at that time shall be discharged in accordance with Chapter 617, Florida Statutes. Any county assets or equipment held by the Tenant upon condition requiring return must be returned in accordance with such requirements and the requirements of Chapter 617, Florida Statutes.

Section 14. 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 Park, 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. 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. The County shall not be responsible for any damages, including but not limited to, loss of property or income created by the use of the Park by agencies which support the emergency response and recovery such as the Red Cross, Federal Emergency Management Agency and others. The County and Tenant shall work directly with such support agencies to recover the cost of restoration, lost equipment, and supplies used. During the period in which the County or other governmental or non-governmental agency occupies or manages the Park, Tenant's occupancy and any duties or obligations hereunder will be suspended. Any maintenance, damage, restoration, or repair to the Park 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 Park. As used herein, an "emergency" will be defined as a period of civil unrest or riot, a period during which the military needs the Park 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 Park, 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.

Section 15. 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 16. 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 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 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.
- G)** Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Section 17. Fees and Charges.

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

Section 18. 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 Records: Diana Marquardt, Administrative Assistant to the Director of Parks and Recreation. 2725 Judge Fran Jamieson Way, B203, Viera, Florida 32940. Email Diana Marquardt, Custodian of Public Records; Phone: (321) 633-2046.

Section 19. 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 Tenant shall make payments as otherwise provided herein.

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 Park nor will the Tenant use the Park or allow the use of the Park for any purpose other than that herein above set forth. Failure of the Tenant to comply with this provision shall be considered a material breach of this Contract and shall result in the immediate termination of this Contract by the County, where upon the County shall be entitled to immediately require Tenant to remove the personal property and the County shall be entitled to re-enter and retake possession of the Park.

Section 22. Indemnification and Insurance.

A) The Tenant agrees that it will 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 Tenant or Tenant's employees, contractors, subcontractors, agents, representatives or volunteer's use, occupation, management or control of the Park or any improvements thereon or any furniture, furnishings, equipment and fixtures utilized in connection therewith. The Tenant agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the arising from the Tenant's activities and that it 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.

B) Tenant shall not use the Park in any manner, even in its use for the purposes for which the Park is leased, that will increase the risk covered by insurance on the building where the Park is located, so as to increase the rate of insurance on the Park or to cause cancellation to any insurance policy covering the building. Tenant further agrees not to keep at the Park, or permit to be kept, used, or sold thereon, anything prohibited by the policy of fire insurance covering the Park. Tenant shall comply, at its own expense, with all requirements of insurers necessary to keep in force the fire and public liability insurance covering the Facility.

C) The Tenant 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 Tenant against any and all claims, demands, and causes of action whatsoever for injuries received and damage to property and any improvements thereon by the Tenant. Such policies of insurance shall insure the Tenant in the amount of not less than:

1. **Comprehensive General Liability** in the amount of **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.
2. **Fire Damage Liability coverage in the amount of One Hundred Thousand Dollars.**
3. **Sexual Abuse and Molestation Insurance** in the amount of **One Million Dollars.**
4. **The Tenant shall maintain Workers' Compensation Insurance in accordance with Florida Statute.**

D) Said insurance policies shall provide that the Brevard County Board of County Commissioners is named as an additional insured and shall be entitled to thirty-day prior notice of any changes or cancellation in said policies.

E) The Tenant shall notify the County immediately in writing and by phone or email of any potentially hazardous condition existing on or about the premises utilized in conjunction of said activities.

F) All personal property housed or placed at the Park shall be at the risk of the Tenant, whether owned by the County or the Tenant, and the County shall not be liable for any loss or damage to the personal property of the Tenant or others located thereon for any cause whatsoever. The Tenant agrees and understands that the County does not and shall not carry liability, theft or fire insurance on said property to cover the Tenant's interest therein.

G) The Tenant shall provide the described insurance on policies and with insurers acceptable to the County. These insurance requirements shall not relieve or limit the liability of the Tenant. The County does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Tenant's interests or liabilities but are merely minimums. A certificate of insurance indicating that the Tenant has coverage in accordance with the requirements of this Contract shall be furnished by the Tenant to North Area Parks Operations, 475 North Williams Avenue, Titusville, Florida 32796 prior to execution of this contract.

Section 23. 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 24. Licenses, Permits, and Taxes.

Tenant agrees to secure and maintain all licenses and permits required to operate and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed

or assessed by any and all governmental authorities, in connection with the business or operation conducted under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules. Any such licenses and permits shall be maintained and posted if required, at appropriate places at the Park within thirty days of the execution of this Contract.

Section 25. 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.

Section 26. Music Performance.

The Tenant shall not use, play or perform copyrighted music without appropriate licensing or other permission. The Tenant 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 Tenant agrees to indemnify and hold harmless the County, its officers, agents and employees against any and all claims, damages, losses and liabilities for unauthorized use or performance of copyrighted music.

Section 27. 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 28. 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, North Area Parks Operations, 475 North Williams Avenue, Titusville, Florida 32796; and notice shall be given to the Tenant by mailing written notice, postage prepaid, Scottsmoor Community Association Inc., Jerrad Atkins, President, P.O. Box 657, Scottsmoor, Florida 32775.

Section 29. Obligations of the Tenant.

A) General Obligations:

1. The County shall have the option to rent out the Park during non-dedicated/usage time. The County shall supply notice 14 days in advance of said usage.
2. The County reserves the right to utilize the Park 10 days per contract year at no charge to the County; weekend use shall be based on availability. The County shall provide a minimum of 30 days' notice to Tenant for the County's utilization of the Park.
3. Tenant shall have control of and responsibility for County-owned equipment. Such property shall be considered a part and portion of the County's property covered in this

Contract. None of the County-owned property or equipment, if any is present, is to be sold, loaned, rented, used or moved outside of the Park without the written approval of the Director, herein referred to as "Director". If Tenant wishes to add additional furnishings, they must be approved by the Director prior to installation.

4. Tenant shall maintain a "No-Smoking" policy.
5. The use of sustained flames is strictly prohibited inside the Park.
6. Tenant shall maintain a high level of public relations that promotes a highly favorable family-oriented atmosphere and conduct said events and activities in a manner which is courteous and fair to the public.
7. Tenant shall maintain a public website and Tenant contact point which will be updated regularly. All correspondence must be answered within 48 hours of receipt. Tenant contact information shall be posted on the website.
8. Tenant shall submit a complete calendar of events or schedule outlining planned activities on a quarterly basis to the North Area Parks Operations Manager.
9. The ongoing operation of the Park will be the responsibility of the Tenant's Board of Directors in coordination with the County. A representative from the County shall serve as County Liaison for the Board of Directors. Tenant shall provide a list of Officers and designated liaisons. Any changes in the officers and/or liaison during the term of this contract shall be provided to the County within one week of the change.
10. Tenant shall submit a monthly report of attendance and volunteer hours by the tenth day of each month during the term of this contract to the North Area Parks Operations Manager.
11. Tenant shall be solely responsible for the proper safety, supervision, training and equipping of all participants.
12. Tenant shall provide and administer adequate personnel to supervise all activities sponsored or sanctioned by the Tenant which take place at the Park.
13. Issuance of keys may be authorized by the Director to provide access to the Park. If a key is lost by the Tenant, the Tenant shall be responsible for all costs associated with the replacement of the key and lock system as necessary. The Tenant shall be responsible for all repairs and/or replacement of equipment and materials needed due to the loss of a key. These costs include but are not limited to personnel, materials, and equipment.
14. Membership must be open to the public without regard to race, color, religious creed, national origin, ancestry, age, gender, marital status, or disability.

15. Tenant shall maintain a high level of public relations that promotes a highly favorable family-orientated atmosphere. Tenant shall conduct said events and activities in a manner in which is courteous and fair to the public.

16. Tenant may request any person violating any applicable law, rule or regulation to leave the Park. If a patron remains in the Park after such request the Tenant shall immediately notify local law enforcement.

17. Tenant shall immediately report any accident or incident requiring response to the County.

18. Tenant shall cooperate fully with County officials in all matters relating to the Park.

B) Maintenance:

1. Tenant shall keep the Park and grounds clean and in a sanitary condition, performing day-to-day janitorial and custodial service of the Park to include garbage removal, vacuuming, dusting, cleaning the floors, kitchen, restrooms, interior and exterior windows, counters, pressure cleaning and sweeping the walkways and patios. The use of nails, staples, hot glue or any type of adhesive on trees, walls, furniture, dock, playground equipment and outdoor pavilion is prohibited. Tenant shall maintain the Park in its present condition, ordinary wear and tear excepted. In the event that Tenant is found by County to have left the Park in a state less than clean and orderly, Tenant shall be charged a cleaning fee of Twenty-Five Dollars per hour per occurrence. Said fee shall be due within five days of receiving an invoice for payment of the fee. Both parties agree that the Director has complete discretion in determining if a building is left in a state less than clean and orderly.

2. Tenant shall keep the interior of the Park clean, sanitary, free of litter, rubbish or any obstacles that generated by the Tenant.

3. Tenant shall ensure the restrooms are cleaned and fully stocked with paper products and soap after each usage by Tenant.

4. Tenant shall be responsible for interior lightbulb replacements. Lightbulbs shall meet current energy standards in use by the County. Lightbulbs shall be replaced with like lightbulbs that can be placed in the fittings properly. Whenever possible, florescent lights should be replaced with adjustable LED lights.

5. Tenant shall not be responsible for maintenance and repairs due to vandalism unless such vandalism is due to Tenant's negligence.

6. Tenant, at its cost, shall be responsible for all interior and exterior signage it desires in order to advertise its programs on County property, excluding parking signs.

- i. All signage must comply with the Americans with Disabilities regulations, as well as all federal, state, county and municipal laws, ordinances, policies and rules, and must be pre-approved by the Director.
- ii. Such signs shall comply with any applicable jurisdiction's code or ordinance.
- iii. Signage shall be in good taste commensurate with an acceptable family-orientated environment.
- iv. Advertising of other businesses not related to the operation of the Park are prohibited.

7. Except for those repairs and/or replacements which are the responsibility of the County, the Tenant shall promptly notify the County of the necessity of any and all maintenance and repairs needed to the exterior and/or the utility systems for the Park.

8. Existing electrical locations within the Park may be inadequate for the needs of certain events. Any damage to existing electrical services due to overload shall be the responsibility of the Tenant.

C) Events:

1. The Park shall be operated to provide well rounded programs and services to the population of northern Brevard County so that one activity does not dominate the availability of the use of the Park. The Tenant shall strive to develop a variety of diverse programs and services that meet the recreational, physical, financial, health, social, nutritional, and educational needs of all socioeconomic levels of the population of the County.
2. Permitted activities include but are not limited to fitness classes, meetings, educational classes, picnics, Holiday celebrations, parades, weddings, birthday parties, celebration of life events and family reunions.
3. Activities must be open to the public without regard to race, color, religious creed, national origin, ancestry, age, gender, marital status, or disability.
4. Events may be scheduled seven days a week. Outside events must be concluded by 10:00 p.m. Indoor events must conclude by midnight. No all-night events may be booked, and all breakdown and rental services must conclude by 1:00 a.m.
5. Tenant shall be responsible for all set-up and breakdown of equipment used for events including but not limited to chairs, tables, portable bars, food service areas, wedding arches, flowers, lighting, music equipment, and banners. Table and chair set ups shall not block any exit or supply room doors.

6. Celebratory items such as birdseed, bubbles, and flowers used during events require prior approval by Director and shall be cleaned from the Park and/or grounds at the conclusion of each event.
7. Events are not permitted to utilize any type of fireworks or pyrotechnics. This includes displays launched from County property or another location with the intent of being viewed by guests at the Park.
8. All parking must remain on paved roads or parking lots.
9. Any signage posted for all events shall comply with Article IX. – Signs; Brevard County Code of Ordinances Section 62-3309, 62-3316, 62-3317 and Section 78-108.
10. Music decibels shall be kept to a minimum in accordance with Brevard County's noise ordinance. Tenant shall comply with Brevard County Code of Ordinances, Section 62-2271.
11. Event participants cannot exceed the Park's occupancy limit of 264 attendees.
12. Tenant shall be responsible for the security of the Park during all events. Tenant shall be responsible to ensure that all attendees and vehicles have exited the Park prior to closing.

Section 30. Obligations of the County.

- A) County shall provide the Tenant with exclusive use the Park.
- B) County shall maintain the Park's exterior in good condition. Maintenance and repair of the exterior structure includes:
 1. rodent and termite control
 2. exterior painting and sealing
 3. irrigation system maintenance for the lawn
 4. mow, edge and fertilize the lawns; weed and mulch landscapes; trim hedges, shrubs, and small trees; and remove dead, damaged or unwanted trees
 5. keeping the parking area, sidewalks and area adjacent to the Park in a clean, neat, and sanitary manner, and free of debris
 6. maintenance and repair of the sidewalks
 7. maintenance and repair of the parking lot including parking signs, parking lot light poles and light bulbs, outside seating and the flagpole.
- C) County shall be responsible for the provision of maintenance, repair, and bear the cost of such, for the electrical distribution system from the load side of the meter can to all outlets. The County shall be responsible for the replacement of exterior light bulbs and all ballasts.

- D)** County shall be responsible for all inspections, maintenance and repair of the security and fire systems. The County, at its expense, shall be responsible for the installation, inspection, and replacement of the fire alarm systems.
- E)** County shall be responsible for normal preventative maintenance of the electrical system from the meter including the power distribution and lighting systems.
- F)** County shall be responsible for the plumbing system from the meter to the building and all interior fixtures and piping.
- G)** County shall be responsible for the HVAC system.
- H)** Preventative maintenance encompasses regular examination, inspection, lubrication, testing and adjustments of equipment to ensure their proper functionality and to reduce their rate of deterioration.
- I)** County shall pay reasonable costs of all public utility charges. Said charges shall include telephone, electric, gas, water, sanitary sewer, and garbage collection which is provided to the Facility by the County, City or any other public agency or public utility.
- J)** After consultation with the Tenant, the County shall determine the proper climatic control to ensure comfort and promote energy efficiency. The Tenant shall be responsible for utility costs resulting from excessive use of utilities.
- K)** Except as otherwise provided in the Contract, and except due to damage caused by Tenant, its invitees, employees, or other persons associated with Tenant, all roofing, roof drains, sewers, wastewater/sewer lines, structural outside walls, foundations, and structural portions of the Park shall be maintained, replaced and repaired by the County at its expense.

Section 31. Partial Destruction of Premises.

Partial destruction of the Park shall not render this Contract void or terminate it except as herein provided. If the Park is partially destroyed during the term of this Contract, County may endeavor to make repairs, providing the County has the fiscal means to do so, 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 Park 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 32. 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 Vendor list.

Section 33. Representation by the Tenant.

The Tenant represents that it is a Florida Not For Profit organization under the laws of Florida as described in Section 501(c)(3) of the Internal Revenue Code as amended and is exempt from federal income tax pursuant to Section 501(a) of said Code.

Section 34. Reverter and Right of Re-Entry and Repossession.

Notwithstanding any provision of this Contract to the contrary, in the event the Park is not used or ceases to be used for the public purposes set forth herein, the Contract shall immediately cease, and the Park shall revert to the County which shall thereafter have the right to re-enter and repossess the Park.

Section 35. 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 36. 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 37. 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 38. Statutes, Laws, Rules and Regulations.

The Tenant'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 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 39. 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 40. Surrender of Premises.

Tenant shall surrender the Park 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 Park by Tenant and restore the portion of the Park on which they were placed in the same condition as before placement.

Section 41. 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 42. 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 43. Venue.

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:

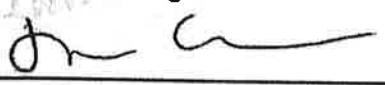

Rachel M. Sadoff, Clerk of the Court

Board of County Commissioners
of Brevard County, Florida

By: 
Rita Pritchett, Chair

As Approved by the Board on August 22, 2023

Reviewed for legal form and content:


Justin Caron
Assistant County Attorney

Scottsmoor Community Association, Inc.

By: 
Jerrad Atkins, President

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 31st day of July, 2023 by Jerrad Atkins, President of Scottsmoor Community Association, Inc. He is personally known to me or has produced _____ as identification.


Notary Public


Notary Public State of Florida
Melissa Renninger
My Commission GG 945448
Expires 01/08/2024
Typed/Printed Name

Exhibit "A"

Scottsmoor Meeting Hall

3724 Magoon Avenue
Scottsmoor, FL 32754



Brevard County Parks and Recreation

2725 Judge Fran Jamieson Way
Viera, FL 32940

0 25 50
Feet

2018 Aerial



DISCLAIMER: This map is intended for display purposes only and is not intended for any legal representation. August 17, 2018

Exhibit “B”
Resolution Number 2023-

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Scottsmoor Community Association, Inc.		2. Amount: \$2,790.24/year
3. Fund/Account #:	4. Department Name: Parks and Recreation	
5. Contract Description: Lease Contract - Permission to go to BOCC on 8/22/2023		
6. Contract Monitor: Patricia Strickland		8. Contract Type: LEASE/RENTALS
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

☒
☐

Purchasing

☐
☐

Risk Management

☐
☐

County Attorney

☐
☐

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☒
☐

Strickland, Patricia

Digitally signed by Strickland, Patricia
Date: 2023.06.29 13:25:16 -04'00'

Purchasing

☐
☐

Risk Management

☒
☐

Summer A. Wyllie-Vitt

Digitally signed by Wyllie-Vitt, Summer
Date: 2023.07.05 10:40:41 -04'00'

County Attorney

☒
☐

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"/>

A Resolution of the Board of County Commissioners of Brevard County, Florida, Pursuant to Section 125.35, Florida Statutes and Section 2-247 of the Brevard County Code of Ordinances, authorizing the lease of real property; and providing for an effective date.

Whereas, the Scottsmoor Community Association, Inc., a 501(c)(3) tax exempt Not For Profit Corporation organized under the laws of the State of Florida (hereinafter referred to as "Tenant") has applied to the **Brevard County Board of County Commissioners**, a political subdivision of the State of Florida (hereinafter referred to as "County") to lease a County owned facility which is part of the County public park known as the **Scottsmoor Meeting Hall** (hereinafter referred to as the "Park").

Whereas, the Tenant desires to operate and maintain the Park for the benefit and enjoyment of the population of Brevard County; and

Whereas, the County finds that the proposed use of the Park will promote the public health, safety or welfare, will serve the public interest, will serve a public purpose, constitutes a service that could be provided by the local government, and is compatible with the County purposes for which the Park was constructed.

Now, Therefore, be it resolved by the Board of County Commissioners of Brevard County, Florida, that:

1. The Park is located at 3724 Magoon Avenue, Scottsmoor, Florida 32754.
2. The Park shall be leased to the Tenant subject to the terms and conditions of the lease contract, attached to Agenda Item 5948, and incorporated herein by reference.
3. The County has determined that Park is not needed by the County.
4. The Tenant shall sponsor community activities, picnics and other social and educational events for the population of Brevard County.
5. The County shall enter into a lease contract with the Tennant beginning on the September 25, 2023, for a term of two years with the option to renewal for a two-year term and an additional one-year term.
6. The consideration for the lease shall be \$232.52 per month.


7. In the event the Tenant fails to comply with the Lease, then the Park shall immediately revert to the County which shall thereafter have the right to reenter and repossess the property.

Done, Ordered, and Adopted this 22nd day of August 2023.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**





Rachell M. Sadoff, Clerk



Rita Pritchett, Chair

As approved by the Board on August 22, 2023

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 9:00 a.m. on August 22, 2023, at the Brevard County Government Center Board Room, Building C, 2725 Judge Fran Jamieson Way, Viera, Florida. At the meeting the Board will consider Resolution and Lease Contract with the Scottsmeer Community Association, Inc. for the lease of property commonly known as the Scottsmeer Meeting Hall. Any person objecting to the Lease Contract 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 notice County Administration no later than 48 hours prior to the public meeting at 321-633-2012.