



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Unfinished Business

I.2.

4/8/2025

Subject:

Approval Re: Termination of Lease Agreement with Furever Home Animal Rescue, Inc. and Permission to Advertise a Request for Proposals to Lease County Property Located at 2605 Flake Road, Titusville to Operate as an Animal Rescue Facility - District 1

Fiscal Impact:

No cost associated with the Termination of the Lease Agreement. The new tenant would be fully responsible for making the necessary repairs/renovations at their own cost.

Dept/Office:

Public Works Department/Facilities and Central Services Department/Purchasing Services

Requested Action:

It is requested that the Board of County Commissioners

(1) approve and authorize the Chairman to execute the Termination of Lease Agreement with Furever Home Animal Rescue, Inc., which has been reviewed and approved by the County Attorney's Office, Risk

Management, and Purchasing Services; and

(2) direct staff on any requested revisions to the attached draft Request for Proposals to lease the County property; and

(3) approve the advertisement of the Request for Proposals; and

(4) authorize the appointment of the Selection/ Negotiating Committee, consisting of Terry Talbert, County's Chief Building Official, Skip Bell, Public Works Department Facilities Program Manager, and Joseph Hellebrand, Brevard County Sheriff's Office Director of Animal Services to make recommendations to the Board to award, revise, or reject the selected and negotiated proposal.

Summary Explanation and Background:

At the March 11, 2025, Regular Board Meeting, staff requested direction on options pertaining to the County property located at 2605 Flake Road, Titusville, formerly leased by Furever Home Animal Rescue, Inc. After several parties expressed interest in operating an animal rescue shelter at the location, the Board directed staff to draft a Request for Proposals (RFP) for its consideration which would allow an open and competitive process to review all parties interested in leasing the property to operate as an animal rescue facility. The RFP requires that the new tenant, a non-profit organization, would be fully responsible for making the necessary repairs/renovations at their own cost to meet the requirements and regulations for an animal care facility, as well as to address the blighted condition and abhorrent odor. County oversight would be a condition of the new lease to ensure the repairs/renovations are made and appropriate building upkeep is performed.

Once the required repairs/renovations are completed and the required certificate of occupancy is obtained from the City of Titusville, the tenant shall register as an Animal Care Facility per the Brevard County Code

before beginning operations. Operation as an animal rescue facility is prohibited until all repairs/renovations addressing the City of Titusville code violations (Code Case #25-000054), applicable building codes, and National Fire Protection Association (NFPA) 150 Fire and Life Safety in Animal Housing Facilities Code regulations are complete.

Per the draft RFP, to be considered, the proposer shall attend a mandatory on-site pre-proposal meeting, and the new tenant will be required to complete the following provisional requirements, at its own cost and prior to entering into a long-term lease with Brevard County:

- Engage the services of a State of Florida licensed A/E (Architecture and Engineering) firm to ensure the repairs/renovations are properly designed and will meet the requirements of the RFP and all applicable codes and regulations;
- Perform initial Indoor Air Quality (IAQ) testing prior to any work (other than testing and assessments) being performed. Reports shall be factored into design documents to ensure all necessary repairs/renovations are identified to meet applicable codes. After any repairs/renovations have been completed, perform clearance testing. The results of the IAQ test must be within acceptable levels;
- Conduct an asbestos survey prior to any work (other than testing and assessments) being performed. Reports shall be factored into design documents to ensure all necessary repairs/renovations are identified to meet applicable codes;
- Conduct all required lead-based paint inspections and/or risk assessments prior to the commencement of any work that may disturb painted surfaces. This includes, but is not limited to, areas with chipping, peeling, or otherwise deteriorated paint;
- All testing must be performed by individuals or firms certified under the EPA Renovation, Repair, and Painting (RRP) Rule or other applicable federal, state, or local regulations. Documentation of testing results and any necessary clearance must be provided to the County;
- Correct all City of Titusville Code Violations. Currently, the City of Titusville granted the County an extension to June 9, 2025, to address the code violations;
- Bring the facility up to NFPA 150 Fire and Life Safety in Animal Housing Facilities Code, Edition 2023 or as amended, Florida Building Code, 8th Edition (2023) or as amended, and any other provisions set forth by the Authority Having Jurisdiction and the Brevard County Public Works Department;
- Obtain a Certificate of Occupancy from the City of Titusville;
- Obtain an Animal Care Facility Registration from the Brevard County Sheriff's Office (BCSO) as required by the Brevard County Code.

Once all provisional requirements have been met and accepted by the City of Titusville and the County, the lease will be set based on the successful offeror's minimally accepted lease term requirements and/or as negotiated.

Proposals will be evaluated by the appointed Selection and Negotiation Committee. The Committee will evaluate, score, and rank (1, 2, 3, etc.) all responsive proposals based on the information and references contained in the proposals. The evaluation and selection criteria will be based on the non-profit organization's qualifications, business plan, references, and financial stability to include, but not limited to liquid assets, approved loans, and/or written commitments to perform work without cost by licensed contractors. The Committee may conduct shortlist interviews/questions and answers from the top-ranked proposers. The

Committee will make recommendations to the Board to make the final determination to award, revise, or reject the selected proposal. If no proposal is recommended for acceptance, staff will request further direction from the Board.

Clerk to the Board Instructions:

Please return the fully executed Termination of the Lease Agreement to the Public Works Department.

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Furever Home Animal Rescue, Inc.		2. Amount: 0.00	
3. Fund/Account #: N/A		4. Department Name: Public Works	
5. Contract Description: Termination of Lease			
6. Contract Monitor: Sandra Blanton		8. Contract Type:	
7. Dept/Office Director: Marc Bernath		LEASE/RENTALS	
9. Type of Procurement: Other			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
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

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Scott, Jeanette <small>Digitally signed by Scott, Jeanette Date: 2025.02.28 08:59:13 -05'00'</small> _____
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wilson, Shannon <small>Digitally signed by Wilson, Shannon Date: 2025.02.28 12:33:55 -05'00'</small> _____

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"/>

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7. Dept/Office Director: Marc Bernath		LEASE/RENTALS	
9. Type of Procurement: Other			

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Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

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User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Scott, Jeanette <small>Digitally signed by Scott, Jeanette Date: 2025.02.28 08:59:13 -05'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Jones, Julie <small>Digitally signed by Jones, Julie Date: 2025.03.04 15:10:57 -05'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wilson, Shannon <small>Digitally signed by Wilson, Shannon Date: 2025.02.28 12:33:55 -05'00'</small>

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<u>CM DATABASE REQUIRED FIELDS</u>	<u>Complete</u> ✓
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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"/>
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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"/>	_____

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APPROVAL

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User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Scott, Jeanette <small>Digitally signed by Scott, Jeanette Date: 2025.02.28 08:59:13 -05'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wall, Katherine <small>Digitally signed by Wall, Katherine Date: 2025.02.28 14:36:43 -05'00'</small>
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<u>CM DATABASE REQUIRED FIELDS</u>	<u>Complete</u> ✓
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"/>
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"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



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

April 9, 2025

M E M O R A N D U M

TO: Marc Bernath, Public Works Director

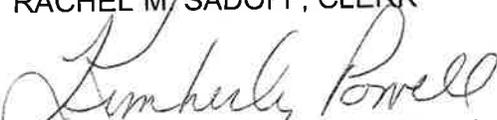
RE: Item I.2., Approval of Termination of Lease Agreement with Furever Home Animal Rescue, Inc. and Permission to Advertise a Request for Proposal to Lease County Property Located at 2605 Flake Road, Titusville to Operate as an Animal Rescue Facility

The Board of County Commissioners, in regular session on April 8, 2025, approved and authorized the Chair to execute the Termination of Lease Agreement with Furever Home Animal Rescue, Inc. that has been approved by the County Attorney, Risk Management, and Purchasing Services; granted approval for the County to demolish the building at 2605 Flake Road, Titusville; and directed the County Attorney to work with the City of Titusville, to keep the land as County property for any future needs or until at which time the County wishes to sell or lease it. Enclosed is the fully-executed Termination of Lease Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

Encl. (1)

cc: County Manager
County Attorney
Finance

TERMINATION OF LEASE AGREEMENT

THIS TERMINATION OF THE LEASE AGREEMENT is made and entered into this 17th day of February 2025, by and between the Brevard County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and FUREVER HOME ANIMAL RESCUE, INC., a Florida not for profit Corporation, hereinafter referred to as "TENANT."

WHEREAS, the parties entered into a lease agreement on May 5, 2020 for the lease by the TENANT of certain property located at 2605 Flake Road, Titusville, FL, which is owned by the COUNTY (hereinafter "Property");

WHEREAS, the TENANT wishes to terminate the lease, vacating the Property and relinquishing the Property to the COUNTY;

WHEREAS, the COUNTY has determined it is the best interest of the public that the tenancy be mutually terminated.

WHEREAS, the parties agree to go their separate ways, waiving any damages and payments that may arguably be due from one party to the other party.

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

1. RECITALS. The foregoing recitals are incorporated herein.
2. The TENANT wishes to cease to use the Property as an animal shelter pursuant to Paragraphs 5 and 21 of the lease and agrees this results in the termination of the lease. Further, per Paragraph 5, the Tenant agrees the COUNTY has the right to re-enter and repossess the Property.
3. The effective termination date and time of the tenancy will be 5:00p.m. February 17, 2025.
4. The TENANT shall be entitled to remove its personal property such as blankets, sheets, towels, etc., pet food/treats, food dishes, cat litter, pet toys, collars/leashes, pet care supplies/medications, shelter cleaning supplies, office supplies, pet beds, pet carriers, wire kennels, air crates, 3 retriever kennels, washing machine and dryer, window air conditioning units, portable heating units, cameras installed by the TENANT, etc.. If the TENANT leaves any of the items listed above in the shelter facility on the Property at the time the keys for the shelter are returned to the COUNTY, such items become the property of the COUNTY.
5. The TENANT will relocate all animals currently under its care to other appropriate animal shelters or arrange for adoptions by February 17, 2025.
6. The TENANT agrees to surrender its Notice of Approval and Certificate of Approval to Operate an Animal Care Facility issued to Furever Home (Animal) Rescue, Certificate date 2/8/24, by the Brevard County Sheriff's Office. Effective February 17, 2025, 5:00 p.m., Furever Home Rescue (Furever Home Animal Rescue) is no longer authorized to operate an Animal Care Facility (Chapter 14, Article III, Animal Care Facilities, Brevard County Code) under the Certificate dated 2/8/24.
7. The TENANT agrees that the COUNTY does not owe the TENANT any amount of money pursuant to Paragraph 20.C. of the lease and that the TENANT does not assert, and

specifically waives, any right for additional time to correct violations or default under the lease. Likewise, the COUNTY waives any claim for damages against the TENANT related to the condition of the Property.

- 8. This Termination of Lease Agreement represents the understanding between the parties in its entirety and no other agreements, oral or written, exist between the COUNTY and the TENANT.

IN WITNESS WHEREOF, the parties have caused this Termination of Lease Agreement to be executed by its duly authorized representatives, effective as of the date stated above.

ATTEST:



Rachel M. Sadoff, Clerk



BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY



Rob Feltner, Chairman

As approved by the Board on April 8, 2025

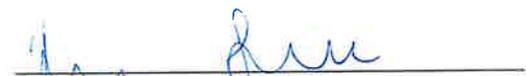
Date Signed: APR 08 2025

Reviewed for legal form and content:



Asst. County Attorney

TENANT: FUREVER HOMES ANIMAL
RESCUE, INC.



Jenelle Scurlock, President



Witness *Richard D. Lauge*



Witness *Dale Bell*

FLAKE ROAD ANIMAL RESCUE FACILITY
RFP-4-25-16
SCOPE OF WORK

All respondents to the Request for Proposal (RFP) understand that they are not providing services for or on behalf of Brevard County (Board of County Commissioners) and will not receive any County funds towards the repairs/renovations or compensation or remuneration for their operations. The County will conduct a mandatory on-site RFP meeting. To be considered for award, Organizations must be in attendance at the meeting. Interested Organizations will be required to complete the following provisional requirements at the Flake Road Animal Rescue facility located at 2605 Flake Road, Titusville, FL, at its own expense/costs and prior to entering into a long-term lease with Brevard County:

- Engage the services of a State of Florida licensed A/E (Architecture and Engineering) firm to ensure the repairs/renovations are properly designed and will meet the requirements of the RFP;
- Perform initial Indoor Air Quality (IAQ) testing prior to any work (other than testing and assessments) being performed. Reports shall be factored into design documents to ensure all necessary repairs/renovations are identified to meet applicable codes. After any remediation/renovations have been completed, clearance testing shall be performed. Results of the IAQ test must be within acceptable levels;
- Conduct an asbestos survey prior to any work (other than testing and assessments) being performed. Reports shall be factored into design documents to ensure all necessary repairs/renovations are identified to meet applicable codes;
- Conduct all required lead-based paint inspections and/or risk assessments prior to the commencement of any work that may disturb painted surfaces. This includes, but is not limited to, areas with chipping, peeling, or otherwise deteriorated paint;
- All testing must be performed by individuals or firms certified under the EPA Renovation, Repair, and Painting (RRP) Rule or other applicable federal, state, or local regulations. Documentation of testing results and any necessary clearance must be provided to the County;
- Correct all of the City of Titusville's Code Violations identified in Attachment A. The County requested an extension from the City of Titusville to address

the code violations. Currently, the City of Titusville granted the County an extension to June 9, 2025, to address the code violations;

- Bring the facility up to the NFPA 150 Fire and Life Safety in Animal Housing Facilities Code, Edition 2023 or as amended, Florida Building Code, 8th Edition (2023) or as amended, any other provisions set forth by the Authority Having Jurisdiction and the Brevard County Public Works Department;
- Obtain a Certificate of Occupancy from the City of Titusville as required;
- Obtain and maintain an Animal Care Facility Registration from the Brevard County Sheriff's Office (BCSO) as required by the Brevard County Code.

Once all provisional requirements have been met and accepted by the City of Titusville and the County, the lease, please see Attachment C: Draft Lease, will be set based on the successful proposer's minimally accepted lease provision or as otherwise negotiated.

**FLAKE ROAD ANIMAL RESCUE FACILITY
RFP-4-25-16
EVALUATION AND SELECTION CRITERIA**

Proposals will be evaluated by a Selection/Negotiating committee comprised of qualified staff. The committee will evaluate, score, and rank (1, 2, 3, etc.) all responsive proposals based on the information and references contained in the proposals submitted. Once each member of the Selection/Negotiating Committee has scored each proposal and completed an evaluation sheet, a composite is developed, which indicates the Committee's collective ranking of the highest-ranked proposal in descending order. The Committee may conduct shortlist interviews/questions and answers sessions from the top-ranked proposers. Based on the response to this RFP, the Selection/Negotiating Committee will make recommendations to the Board of County Commissioners to make the final determination to award, revise, or reject the selected proposal.

Interested Organizations who would like to be considered for this RFP should submit a Proposal accompanied by pertinent information relating to the Organization's qualifications, business plan, financial capacity, and references of the Organization to perform the Scope of Services in the RFP. Proposals will only be accepted from Organizations that attended the mandatory on-site RFP meeting. The Organization's proposal shall include:

Submittal Format:

Submittals shall be printed on 8 ½ x 11-inch paper, bound in booklet style or three-ring binder, typed in either Arial, Calibri, or Times New Roman font, with a minimum 11-point font size with tabs or section dividers to separate sections as defined below. The Table of Contents should be outlined in sequential order in the areas as defined below.

Please provide three (3) hard copies of your response, along with one (1) full copy on a USB flash drive. The response shall be divided and organized with labeled tabs and sections labeled as follows:

Tab 1. Letter of Introduction and Executive Summary Yes/No

Provide a one-page, succinct summary of your Organization's ability to perform the repairs/renovations described in the RFP and confirm that the Organization is willing and capable to enter into a lease with the County. This letter must provide the name, title, phone, and email address of the person authorized to provide technical clarification regarding the proposal. It must also be signed by an officer authorized to contractually obligate the submitting Organization. Do not focus on how much you care for animals or your ability to run an animal care facility which can be provided under Tab 2.

Tab 2. Organization Qualifications (Possible 20 Points)

Provide a maximum one-page summary succinctly addressing below items:

1. How long has the Organization existed?
2. Describe the Organization's experience in operating an animal rescue facility.

3. Describe the leadership of the Organization. Provide resumes of the board members and the staff responsible for operating the animal rescue facility. Resumes do not count toward the one-page summary.
4. Describe the Organization's experience with performing major repairs/renovations and/or how it plans to supplement its inexperience and still deliver the requirements of this RFP.

Tab 3. Business Plan **(Possible 35 Points)**

Provide a maximum three-page summary succinctly addressing the below items. Timelines may be depicted graphically and will not count toward the maximum three-page summary.

1. Submit a Business Plan for the Organization that sets out its approach and strategies for achieving the following objectives:
 - a. Correct all of the City of Titusville's Code Violations, identified in Attachment A.
 - b. Complete the remainder of the provisional repairs/renovations identified in the Scope of Services in the RFP as well as any other repairs/renovations proposed by the Organization.
 - c. Obtain a Certificate of Occupancy from the City of Titusville.
 - d. Obtain an Animal Care Facility Registration from the Brevard County Sheriff's Office as required by the Brevard County Code.
2. What is the minimally acceptable lease period in exchange for putting up the capital and repairing/renovating the facility? E.g., 5 years.
3. Provide an Emergency Plan that includes how the Organization will address emergency repairs due to fire, weather (hurricanes, tornadoes, etc.), etc.

Tab 4: Financial Capacity **(Possible 35 Points)**

Provide a maximum two-page summary succinctly addressing the below items. Respondents may submit an unlimited number of attachments to demonstrate liquidity, fundraising, approved loans, and/or contractor in-kind commitments (e.g., statements, commitment letters, certifications, etc.).

1. Provide financial documents such as, but not limited to, bank statements, audited or compiled financial statements, and current and future budget projections.
2. Provide revenue sources that the Organization has identified for fulfilling the Scope of Services within this RFP. This information may include but is not limited to, approved loans, grants, donations, events, and fundraising that the Organization expects to organize and generate funds.
3. Identify any funding that has been committed to the repairs/renovations, such as pledges, in-kind services, donations of materials, etc.
4. Include "Contractor's Commitment Letters" from licensed contractors that will be used to complete the required work in the Scope of Services in the RFP. Such "Contractor's Commitment Letters" should include a description of the work the committing party agrees to perform, the estimated value of the work/materials,

and the estimated value of the work/materials for which they will require compensation. The “Contractor’s Commitment Letter” is required from each contractor that will be used to complete the work in the Scope of Services to this RFP (This must be completed using Attachment B). These letters do not count toward the maximum two-page summary.

5. Describe the plan for compensating such contractors for non-donated services, whether from the Organization's existing financial resources or future sources of anticipated resources (future donations, etc.).
6. All funding sources or in-kind contributions together must demonstrate that the successful proposer can meet the project costs.

Tab 5. References

(Possible 10 Points)

The Organization shall submit, as a part of the proposal package, a minimum of three (3) and a maximum of five (5) references who are knowledgeable of the Organization, its Board members, and staff that will be assigned the responsibility for fulfilling the Scope of Services in the RFP. Each reference shall be limited to one page and shall provide the reference contact person's name, title, address, phone number, and email.

****Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirements listed, not general community support letters. The contact person must have been informed that they are being used as a reference and that the County may be contacting them. DO NOT list persons who will be unable to answer specific questions regarding the requirements.*

QUALITY ASSURANCE

The Purchasing Analyst and the requesting Department must ensure the quality control of the evaluation process by verifying each proposal to ensure that only those criteria identified in the RFP were considered. An additional Purchasing Analyst will verify the Purchasing Analyst's or Selection/Negotiating Committee's computations.

The integrity of the process and County procurement system is grounded upon the Purchasing Analyst and the Selection/Negotiating Committee maintaining their independence and adhering to the procedures and evaluation requirements stated in the RFP.



**BREVARD COUNTY
345 WENNER WAY
C/O ASSET MANAGEMENT
COCOA, FL 32926**

February 05, 2025

CASE # 25-000054

NOTICE OF VIOLATION

THE PROPERTY LOCATED: 2605 FLAKE RD , Parcel ID# 21 3532-00-11.1

An inspection was conducted on at the above referenced property in response to a complaint received by the Code Enforcement Department.

The City of Titusville realizes that most of its citizens are not familiar with the City's Codes and Ordinances; therefore, this letter shall serve as notice that the violation(s) listed below were found during this inspection:

Section: PROPERTY MAINTENANCE

VIOLATION OF CODE: SEC. 6-109; 2018 IPMC SEC. 304.7 - THE ROOF AND FLASHING SHALL BE SOUND, TIGHT AND NOT HAVE DEFECTS THAT ADMIT RAIN. ROOF DRAINAGE SHALL BE ADEQUATE TO PREVENT DAMPNES OR DETERIORATION IN THE WALLS OR INTERIOR PORTION OF THE STRUCTURE. ROOF DRAINS, GUTTERS AND DOWNSPOUTS SHALL BE MAINTAINED IN GOOD REPAIR AND FREE FROM OBSTRUCTIONS. ROOF WATER SHALL NOT BE DISCHARGED IN A MANNER THAT CREATES A PUBLIC NUISANCE.

Inspector Comments: Roof repairs required. Front of roof does not have required covering to properly protect from leaks

Section: PROPERTY MAINTENANCE

VIOLATION OF CODE: SEC. 6-109; 2018 IPMC SEC. 504.1 PLUMBING FIXTURES SHALL BE PROPERLY INSTALLED AND MAINTAINED IN WORKING ORDER, AND SHALL BE KEPT FREE FROM OBSTRUCTIONS, LEAKS AND DEFECTS AND BE CAPABLE OF PERFORMING THE FUNCTION FOR WHICH SUCH PLUMBING FIXTURES ARE DESIGNED. PLUMBING FIXTURES SHALL BE MAINTAINED IN A SAFE, SANITARY AND FUNCTIONAL CONDITION.

Inspector Comments: Found old sink drain no longer used without proper cover to prevent release of sewer gases. Outside water pump leaking needs repair or replace. Drain caps missing on floor , one located in dog kennel area causing hazard for dog to step in. Sink draining on to floor. Appeared used for cleaning.

Section: PROPERTY MAINTENANCE

VIOLATION OF CODE: SEC. 6-109; 2018 IPMC SEC. 506.1 SANITARY DRAINAGE SYSTEM GENERAL - PLUMBING FIXTURES SHALL BE PROPERLY CONNECTED TO EITHER A PUBLIC SEWER SYSTEM OR TO AN APPROVED PRIVATE SEWAGE DISPOSAL SYSTEM.

Inspector Comments: Drains need to be regularly cleaned and checked for proper drainage.

Section: PROPERTY MAINTENANCE

VIOLATION OF CODE: SEC. 6-109; 2018 IPMC SEC. 602.3 HEAT SUPPLY - EVERY OWNER AND OPERATOR OF ANY BUILDING WHO RENTS, LEASES OR LETS ONE OR MORE DWELLING UNITS OR SLEEPING UNITS ON TERMS, EITHER EXPRESSED OR IMPLIED, TO FURNISH HEAT TO THE OCCUPANTS THEREOF SHALL SUPPLY HEAT DURING THE PERIOD FROM [DATE] TO [DATE] TO MAINTAIN A MINIMUM TEMPERATURE OF 68°F (20°C) IN ALL HABITABLE ROOMS, BATHROOMS AND TOILET ROOMS.

Inspector Comments: No evidence of Heat supply for building

Section: PROPERTY MAINTENANCE

VIOLATION OF CODE: SEC. 6-109; 2018 IPMC SEC. 605.2 ELECTRICAL EQUIPMENT RECEPTACLES - EVERY HABITABLE SPACE IN A DWELLING SHALL CONTAIN NOT LESS THAN TWO SEPARATE AND REMOTE RECEPTACLE OUTLETS. EVERY LAUNDRY AREA SHALL CONTAIN NOT LESS THAN ONE GROUNDING-TYPE RECEPTACLE OR A RECEPTACLE WITH A GROUND FAULT CIRCUIT INTERRUPTER. EVERY BATHROOM SHALL CONTAIN NOT LESS THAN ONE RECEPTACLE. ANY NEW BATHROOM RECEPTACLE OUTLET SHALL HAVE GROUND FAULT CIRCUIT INTERRUPTER PROTECTION. ALL RECEPTACLE OUTLETS SHALL HAVE THE APPROPRIATE FACEPLATE COVER FOR THE LOCATION.

Inspector Comments: Exposed electrical wiring found in several areas inside building. GFI on wall not working properly as required.

Section: PROPERTY MAINTENANCE

VIOLATION OF CODE: SEC. 6-109; 2018 IPMC SEC. 305.3 INTERIOR SURFACES, INCLUDING WINDOWS AND DOORS, SHALL BE MAINTAINED IN GOOD, CLEAN AND SANITARY CONDITION. PEELING, CHIPPING, FLAKING OR ABRADED PAINT SHALL BE REPAIRED, REMOVED OR COVERED. CRACKED OR LOOSE PLASTER, DECAYED WOOD AND OTHER DEFECTIVE SURFACE CONDITIONS SHALL BE CORRECTED.

Inspector Comments: Observed several walls needing repairs from damage areas, chipping paint, pieces missing with holes. Ceiling area with peeling paint over occupied dog kennel areas. Unsanitary areas with animal food on floors and other areas needing cleaned and kept sanitized.

Section: PROPERTY MAINTENANCE

VIOLATION OF CODE: SEC. 6-109; 2018 IPMC SEC. 304.13 EVERY WINDOW, SKYLIGHT, DOOR, AND FRAME SHALL BE KEPT IN SOUND CONDITION, GOOD REPAIR AND WEATHER TIGHT.

Inspector Comments: Windows covered and not operable as required for space throughout building.

Section: PROPERTY MAINTENANCE

VIOLATION OF CODE: SEC. 6-109; 2018 IPMC SEC. 304.13.2 EVERY WINDOW, OTHER THAN A FIXED WINDOW, SHALL BE EASILY OPENABLE AND CAPABLE OF BEING HELD IN POSITION BY WINDOW HARDWARE.

Inspector Comments: Windows that do not function as designed. Some appeared painted shut and or other material to keep from opening as required.

Section: FIRE

VIOLATION OF CODE: NFPA 101-31.3.4.5.1 SMOKE ALARMS- IN BUILDINGS, OTHER THAN THOSE EQUIPPED THROUGHOUT WITH AN EXISTING, COMPLETE AUTOMATIC SMOKE DETECTION SYSTEM, SMOKE ALARMS SHALL BE INSTALLED IN ACCORDANCE WITH 9.6.2.10, AS MODIFIED BY 31.3.4.5.2. THEY SHALL BE INSTALLED OUTSIDE EVERY SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOMS AND ON ALL LEVELS OF THE DWELLING UNIT, INCLUDING BASEMENTS.

Inspector Comments: No operating fire alarms observed on property

Section: FIRE

VIOLATION OF CODE: NFPA 101-7.1.10.1 BLOCKED EXIT; EXIT DOOR- NO FURNISHINGS, DECORATIONS, OR OTHER OBJECTS SHALL PREVENT ACCESS TO, EGRESS FROM, OR VISIBILITY OF, ANY MARKED EXIT.

Inspector Comments: Interior doors blocked with dog food. Must be marked as a NO EXIT sign or remove dog food

Section: FIRE

VIOLATION OF CODE: NFPA 101-7.10.5.2.1 SERVICE/REPAIR OF EXIT SIGN - REPAIR OR REPLACE FAULTY EXIT SIGN.

Inspector Comments: Exit signage not properly working in all areas of exit.

Section: FIRE

VIOLATION OF CODE: NFPA 101-7.9.2.1 EMERGENCY LIGHTING REPAIR - REPAIR OR REPLACE FAULTY EMERGENCY LIGHT.

Inspector Comments: Emergency lights in hall not functioning when checked.

As the property owner of record/person in possession, you are required by Code to correct the violation (s) as stated above by **03/04/2025**. Failure to do so will necessitate a hearing before the Special Magistrate/Municipal Code Enforcement Board.

If you have any questions or to schedule a re-inspection in your effort to achieve compliance, please contact the Code Enforcement office at (321) 567 3770.

In accordance with Florida Statutes, Chapter 162, the Special Magistrate/Code Board has the authority to assess any costs the City incurs in investigating and prosecuting this case, in addition to imposing a fine of up to \$250.00 per day for each violation. If the violation is corrected and then recurs, or if the violation is not corrected by the time specified for correction by the code inspector, the case may be presented to the enforcement magistrate/board even if the violation has been corrected prior to the hearing.

It is the responsibility of the City's Code Enforcement Department to enforce Titusville's Codes and Ordinances to ensure a safe and healthy environment for its citizens. By means of this notice we are asking for your assistance in achieving this goal.

Sincerely,

Jim Flannigan
Code Enforcement Officer

ATTACHMENT B
CONTRACTOR'S LETTER OF COMMITMENT

Date: (Insert Date)

Business Name: (Insert Business Name)

Address: (Insert the Business Address)

To: (Name of the Organization)

Subject: Letter of Commitment to Perform (Insert the Work to be Performed)

This Letter of Commitment is for (insert the name of the contractor and business name). I am licensed by (insert the name of the licensor); my license is (insert license number) to perform the following work (insert the work that the contractor will perform) on behalf of (insert organization's name) at the following address: 2605 Flake Road, Titusville, FL 32796.

With this Letter of Commitment, I (insert the name of the contractor and business name) will provide (insert what will be provided) to (name of the organization) for the repairs/renovations to the facility at 2605 Flake Road, Titusville, FL 32796. The following is an estimated number of hours I will provide, the number of hours a subcontractor will provide, and the materials that will be used to complete the repairs/renovations to the facility identified above.

1. Number of hours of labor the Contractor will provide (insert the hours)
2. Number of hours of labor the Subcontractor(s) will provide (insert the hours)
3. Materials (itemize the materials that will be used to complete the work)
4. Projected amount of in-kind contributions towards the project costs

I (insert the name of the contractor and business name) will receive the following remuneration (insert the amount of remuneration), if any, for the labor and materials used for the work performed for (insert name of the organization) at the following address 2605 Flake Road, Titusville, FL 32796.

I understand that I must abide by the State of Florida Building Code as required by the City of Titusville as the Authority Having Jurisdiction over the repairs/renovations of the facility.

I understand, as the Contractor or any of my Subcontractors, that may perform any portion of the repairs/renovations to the facility indicated in this "Contractor's Letter of Commitment" located at 2605 Flake Road, Titusville, FL 32796 shall not be entitled to file any liens, construction, mechanics, or otherwise, against the property or facility on the property.

CONTRACTOR: _____

(Signature)

Printed name/title of corporate officer

STATE OF _____

COUNTY OF _____

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

[Notary Seal]

Notary Public Signature

Name typed, printed, or stamped

My Commission Expires: _____

ATTACHMENT C

LEASE AGREEMENT

THIS AGREEMENT, made and entered by and between BREVARD, COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY," and _____, a Florida not for profit corporation, hereinafter referred to as the "TENANT."

WHEREAS, the COUNTY owns the Property and building at 2605 Flake Road Titusville; and

WHEREAS, a portion of the Property was previously used as an animal shelter known as the North Area Animal Shelter; and

WHEREAS, the County has issued a Request for Proposal (RFP #4-25-16) to determine if there is a qualified and responsive entity able to renovate/repair the facility in compliance with all applicable building codes to operate it as an animal rescue shelter; and

WHEREAS, the TENANT desires to renovate and rehabilitate the existing facility which is no longer used by the COUNTY, and operate the structure as an animal rescue shelter; and

WHEREAS, the COUNTY finds animal rescue shelters provide a public purpose and wishes to lease the property to the TENANT for the purposes described above.

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

1. RECITALS. The foregoing recitals are incorporated herein.
2. PROPERTY TO BE LEASED. The Property leased to TENANT is described in Attachment "A," which is attached hereto and incorporated herein. Access to the Property is available directly from Flake Rd. No access is authorized to or through the COUNTY'S adjacent Fleet Services facilities. The TENANT is prohibited from subleasing or the operations of this Property unless the COUNTY provides its written consent.
3. TERM. The initial term of this Agreement shall be 12 months (*negotiable*) commencing on the effective date of this Agreement. The effective date of this Agreement will be on the date of the last signature of the parties to this Agreement. The COUNTY will renew the Agreement term for ___ years (*negotiable*) upon the TENANT's completion of the approved renovation/repair work as set forth in the Scope of Work as set forth in Attachment "B." Approved renovation/repair work is defined as the completed Scope of Work in compliance with the applicable building codes and has passed inspection of the City of Titusville building officials and of the COUNTY. The approval of the COUNTY shall not be unreasonably withheld. The COUNTY will authorize an additional ___year (*negotiable*) renewal of the Agreement if there are no outstanding violations of the Brevard County Code relating to animal care facilities and/or the building codes used by the City of Titusville. The County Manager, or designee, is authorized to execute authorized renewals/extensions of this Agreement.

4. RENTAL PAYMENTS. The TENANT agrees to pay the COUNTY the sum of \$10.00 per year as rent for the use and occupancy of the leased property.

5. USE OF PREMISES. The TENANT shall use the premises for an animal rescue shelter to take in and house stray, lost, abandoned or surrendered animals for the purpose of addressing their needs for appropriate food, water, exercise and veterinary treatment and to solicit the public to foster and adopt such animals. It is specifically agreed and understood that the use herein set forth shall be the only use consented to by the COUNTY, and that failure to comply with this provision shall be considered a material breach of this Agreement. The facility is not to be used for the purpose of breeding or boarding animals. The TENANT understands that it will be responsible for raising and obtaining the funds necessary to operate the shelter. The COUNTY will not provide public funds for the operation of the shelter.

6. REGISTRATION - ANIMAL CARE FACILITY. The TENANT shall apply and obtain registration as an animal care facility for this property as required by Chapter 14, Article III of the Brevard County Code prior to accepting any animal into the facility and shall maintain such registration throughout the term (and any renewals) of this Agreement. Further the TENANT shall cooperate and comply with all lawful directives of the animal control authority as set forth in Chapter 14 (currently Brevard County Sheriffs Office).

The TENANT shall also take note of Sections 823.041 and 823.15 Florida Statutes and comply with such requirements that apply to the disposal of dead animals.

7. CONDITION OF PROPERTY. By execution of this Agreement, the TENANT acknowledges it accepts the Property in its existing condition as of such date as is, where is, and with all faults, without representation or warranty of any kind, express or implied, including, but not limited to, with respect to such matters as title, zoning use, economic feasibility, and soil, environmental and other physical conditions, subject to all recorded matters, laws, ordinances, and governmental regulations and orders. TENANT hereby acknowledges that it has been afforded full opportunity to fully investigate such matters to its satisfaction prior to entering into this Agreement, or will investigate such matters fully, and is entering into the Agreement based solely upon such investigations. The TENANT acknowledges that the COUNTY has not made any representations or warranties to TENANT as to the condition of the property or the suitability of the property for TENANT's intended use. It is the TENANT's responsibility, at its cost, to bring the facility up to all applicable codes and regulations.

8. IMPROVEMENTS, RENOVATION AND MAINTENANCE OF PROPERTY. The TENANT, as a condition of being considered for additional renewals/extensions of the Agreement, will expeditiously work to complete the required renovations/repairs to the Property as required by Attachment "B." The TENANT understands that the COUNTY will not be providing any County funds for the cost of the repairs/renovation to the facility/property. Any permanent improvement or equipment installed by the TENANT on COUNTY property shall become the property of the COUNTY upon termination of this Agreement (which includes any renewals/extensions).

Tenant shall use licensed and insured contractors and/or subcontractors to perform all work which requires a licensed professional and may not self-perform such work. The TENANT shall require all contractors and subcontractors performing work on the property to carry appropriate general liability and workers compensation insurance.

The plans and specifications for all improvements, repairs, renovations, landscaping and other alterations to the premises shall be in accordance with all County specifications and all other state, federal and local regulations. All funding grants, plans and specifications, contracts, etc. for any construction or improvements to the Property shall be permitted by the City of Titusville and be reviewed and approved by the Public Works Director or designee prior to the TENANT finalizing/executing any such contracts, etc...

The TENANT shall ensure that no contractor or subcontractor, which the TENANT hires, or who volunteers their time, to perform any portion of construction, renovation, or repairs to the facility, shall be entitled to file any liens, construction, mechanics or otherwise, against the Property or facilities on the Property. Any contract which the TENANT signs or executes with a contractor shall contain a provision in which the contractor waives any right to file any such liens and a provision which requires the contractor to include the same waiver in contracts with any subcontractors which the contractor may hire to perform work on the Property or facilities on the Property

TENANT will be responsible for ensuring the structure on the Property meets all current code requirements within one year of the execution of this Agreement. The TENANT shall prioritize the Work to be done to first address that Work needed to address the City of Titusville Code violations set forth in Attachment "B." The TENANT shall coordinate with the County's Public Works Director or designee regarding the order of the Work to adjust for delays due to weather, supply issues, etc., that occur normally in construction projects. TENANT shall, within 90 days of COUNTY approval (as set forth above), complete all exterior repairs, including roof and soffit repairs, screen replacement, gate and fence repair, repainting and all other exterior improvements. TENANT will also inspect and repair/replace or install the following:

* Have a licensed A/E Firm evaluate the extent of work to meet all applicable codes and regulations. The below list is not meant to be all inclusive.

- *Pest infestation
- *Secure the outer envelope of the facility
- * Electrical systems
- * HVAC, ductwork, and air handlers
- * Fix/hook up fans
- * Plumbing; replacement of fixtures, faucets
- * Replace inside office window with plexiglass
- * Change locks on all entrances/exits to the facility
- * Sprinkler system
- * Set up cameras
- * Get satellite security system
- * Fire extinguishers
- * Pressure wash/ sanitize dog area

- * Replace the guillotines
- * New kennel locks on all kennels
- * Top drain covers in the dog kennels
- * Inspect fencing, repair or install new fencing to no less than original fenced area
- * Tree trimming around property; grade exercise areas for dogs to remove holes, etc.
- * Thoroughly clean and sanitize the facility
- * Remove Shed
- * Remove or properly encapsulate any lead and asbestos
- * Upon completion of all repairs, have an air quality inspection performed to ensure the facility is safe for its intended use

The tasks listed above, along with the requirements set forth on Attachment "B," will be completed within the first year of the Agreement term.

9. UTILITIES. The TENANT shall pay all charges for electrical, water and other utility services supplied to the TENANT at the premises.

10. REPAIRS AND MAINTENANCE. The TENANT shall, at its own expense, maintain the grounds and all improvements, structures and facilities on the Property and make all necessary repairs and replacements to the Property and to any improvements constructed thereon. Such maintenance, repairs and replacements shall be made promptly as and when necessary.

11. ILLEGAL, UNLAWFUL OR IMPROPER USE. The TENANT shall make no unlawful, improper, immoral or offensive use of the premises, nor will the TENANT use the premises or allow use of the premises for any purposes other than that hereinabove set forth. Failure of the TENANT TO comply with this provision shall be considered a material default under this Agreement. In the event any structure, improvement or landscaping is deemed a hazard by the COUNTY such use shall be deemed an improper use, and the Agreement shall be subject to immediate termination.

12. INDEMNIFICATION AND INSURANCE. The COUNTY shall not be liable, and TENANT hereby waives all claims against the COUNTY for any damage to any property or any injury to any person in or about the Property by or from any cause whatsoever, except to the extent caused by or arising from the gross negligence or willful misconduct of the COUNTY, its officers or employees. The TENANT agrees that it will indemnify and save harmless the COUNTY from any and all liability, claims, damages, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the use, occupation, management or control of the premises or any improvement thereon or any equipment or fixtures used in connection with the premises or arising out of injury, death or damage caused by an animal on the premises. The TENANT agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the COUNTY in connection with its premises and that it will satisfy, pay and discharge any and all judgments that may be entered against the COUNTY in any such action or proceedings. The parties acknowledge specific consideration has been exchanged for the provision. This provision shall survive the termination of this Agreement with respect to any claims or liability accruing prior to such termination.

The TENANT further agrees to provide and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as follows:

General Liability Insurance insuring the TENANT against any and all claims, demands or causes of action whatsoever for injuries received and damages to property in connection with the TENANT'S use, occupation, management and control of the premises and the improvements thereon. Such policies of insurance shall insure the TENANT in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) to cover any and all claims arising in connection with anyone particular accident or occurrence. During any time the facility is operating as an animal rescue shelter, this policy shall not exclude coverage for damage, injuries, illness or death caused by animals or related to animals in the shelter.

Workers Compensation and Employers Liability Insurance providing statutory benefits as required in the State of Florida. Such policy shall have an extension to cover volunteers or hold volunteer accidental medical insurance.

The TENANT shall provide, within 5 days of the Notice of Award, the COUNTY with Certificates of Insurance (COI's) along with appropriate endorsement pages for additional insured status and notices of cancellation on all policies of insurance and renewals thereof in a form acceptable to the COUNTY. A waiver of subrogation is acceptable in lieu of additional insured status for workers compensation coverage. All insurance policies shall be issued by responsible companies which are acceptable to the COUNTY, licensed and authorized to conduct business in the State of Florida and have an A.M. Best's rating of no less than A-. In addition, each COI must clearly provide that "Brevard County, Florida" is the Certificate Holder, that the COUNTY is endorsed as an additional insured for all liability coverage with no exceptions or exclusions, that the insurer will provide the COUNTY with 30 days advanced written notice of any cancellation of policies. Such COI's shall be filed with the Public Works Department - Facilities, 2725 Judge Fran Jamieson Way, Bldg. A, Viera, Florida, 32940.

The TENANT shall notify the COUNTY immediately in writing of any potentially hazardous condition existing on or about the premises, of any accident or injury occurring on the premises. Likewise, should the TENANT receive any notification of any claim of injury or for damages resulting from the operation of its business on the Property, it shall immediately notify the COUNTY.

All personal property, equipment, fixtures, structures or improvements constructed or placed on or about the premises shall be at the risk of the TENANT and the COUNTY shall not be liable for any damage or loss to personal property, equipment, fixtures, structures or improvements 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 any of said items or facilities to cover the TENANT's interests therein.

13. RIGHT OF ENTRY. The COUNTY, the animal control authority, and the City of Titusville or its agents may enter in and on the premises at any reasonable time for the purpose of inspecting the Property or performing other duties as are required by law or by the terms of this Agreement.

14. EMERGENCIES. In the case 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 Property, to use the Property 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.

15. FORCE MAJEURE. The TENANT shall not be held responsible or deemed in breach or default of this Agreement for delays in the performance of its obligations regarding repairs/renovations hereunder when such delay or nonperformance is caused by, related to, or arises out of acts of God, weather related disasters (hurricane, tornado, flood, etc.), local disasters, fire, quarantines or inability to obtain labor or materials (or reasonable substitutes) which is beyond the reasonable control of the TENANT. If the TENANT experiences any of these conditions, it shall notify the COUNTY of such condition in writing within five (5) calendar days. Should the inability to perform continue for more than sixty (60) calendar days, the COUNTY may terminate this Agreement unless the parties agree to a further extension of time.

16. COMPLIANCE WITH STATUTES. The TENANT shall promptly execute and comply with all statutes, ordinances, rules, regulations, and requirements of all local, state and federal governmental; bodies applicable to the premises, for the correction, prevention and abatement of nuisances or other grievances in, upon, or connected with the premises during the term of the Agreement.

17. RIGHT TO AUDIT RECORDS. In the performance of this Agreement, the TENANT shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the TENANT for a period of five years after termination of this Agreement. All records, books, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

All records or documents created by the TENANT or provided to the TENANT by the COUNTY in connection with this Agreement, are public records and the TENANT agrees to comply with any request for such public records or documents made in accordance with section 119.07, Florida Statutes.

18. ASSIGNABILITY. The TENANT shall not assign its responsibilities under this Agreement without the prior written consent of the COUNTY.

19. NON-AGENCY STATUS. Nothing in this Agreement shall in any way be construed or interpreted that the TENANT or any of its agents, employees or representatives are agents of the COUNTY.

20. TERMINATION WITHOUT CAUSE. This Agreement may be terminated without cause by either party upon 60 days advance written notice thereof to the other party; provided, however, that upon termination, the TENANT shall, at the request of the COUNTY

remove items listed by the COUNTY at that time. The COUNTY shall have the right to re-enter and repossess the property. Termination under this paragraph shall be without recourse of the TENANT for any funds it expended upon the property/facility.

21. DEFAULT. TENANT understands and agrees that this Agreement is made upon the express condition that should the TENANT fail or neglect to perform or observe any or all of the covenants herein contained, or fail to make any constructive use, for the purpose designated herein, of the property, or ceases to use the property as an animal rescue shelter for a period of sixty (60) days, this Agreement shall at the option of the COUNTY, become null and void 5 five days after written notice to the TENANT by the County Manager or designee. The COUNTY shall have the right to re-enter and re-possess the property. Provided that if more than sixty (60) are required to complete such performance, TENANT shall not be in default if TENANT commences such performance within the sixty (60) day period and thereafter diligently pursues its completion. Termination under this paragraph shall be without recourse of the TENANT for any funds it expended upon the property/facility.

22. TERMINATION FOR CAUSE. As an alternative to Paragraph 21 above, this lease may be terminated by the COUNTY under the following circumstances:

- A. Failure of TENANT to comply with any of the terms or conditions of this Lease Agreement. In such event, and prior to termination for cause, the County Manager, or designee, shall deliver to the TENANT a written notice setting forth the violations the COUNTY alleges to exist. If the violations relate to the care and/or condition of the animals at the facility caused by the TENANT as determined by the animal control authority (currently Brevard County Sheriff's Office), the TENANT shall have 10 calendar days, correct the violations and provide a written corrective action plan to such authority, with a copy to the COUNTY, outlining how it will prevent such violations in the future. If the violations relate to the physical or structural conditions of the facility, the TENANT shall have 15 calendar days to submit a written corrective action plan to the COUNTY, with a copy to the animal control authority, outlining the repairs for correction of the violations and shall have 60 calendar days to complete such repairs. The County Manager or designee may allow extensions of time based upon its judgment that the TENANT is not unduly delaying such repairs. If the violations are not related to the care and/or condition of the animals or the physical/structural conditions of the premises, the TENANT shall have 60 calendar days from the from the date of the written notice to the TENANT from the County Manager or designee of the violations to correct the violations. The animal control authority may reduce the time frames to correct the violations and/or to provide any corrective action plan. Only after this opportunity is given to the TENANT and the TENANT does not correct the violation(s) can the County Manager, or designee, send the notice of termination for cause under this particular provision which shall be effective as of the date of the termination notice.
- B. Bankruptcy, insolvency or dissolution of the TENANT, failure of the TENANT to adhere to state, federal, county or city laws/ordinances, loss of

required licenses by TENANT making fulfillment of the purpose of this contract a legal impossibility, and loss of funding by TENANT.

C. On the occurrence of any material default by TENANT and failure of TENANT to remedy the breach in accordance with paragraph 21 of this Lease, the County Manager or designee may, at any time thereafter, after issuing written notice to the TENANT, without limiting COUNTY in the exercise of any right or remedy which COUNTY may have:

- i. terminate TENANT's right to possession of the property by any lawful means, in which case this lease shall terminate, and TENANT shall immediately surrender possession of the property to COUNTY;
- ii. maintain TENANT's right to possession, in which case, this lease shall continue in effect whether or not TENANT has abandoned the property;
or
- iii. pursue any other remedy now or hereafter available to COUNTY under the laws of the State of Florida.

D. Termination under this paragraph shall be without recourse of the TENANT for any funds it expended upon the property/facility.

23. ABANDONMENT. In addition to the provisions relating to default in Paragraph 21 above, if at any time during the term of this Lease, the TENANT abandons the allowable use of the Premises or any part of the Premises, the COUNTY, may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and becoming liable to the TENANT for damages or for any payment of any kind whatever. If the COUNTY's right of reentry is exercised following abandonment of the Premises by the TENANT, after 10 days written notice by the County Manager or designee to the TENANT, the COUNTY may consider any property belonging to the TENANT and left on the Premises to also have been abandoned, in which case the COUNTY may dispose of all such personal property in any manner the COUNTY will deem proper and is relieved of all liability for doing so.

24. EMINENT DOMAIN. If the whole of the Leased Premises shall be taken by any public authority under the power of eminent domain, or if so, much of the facility or grounds shall be taken by any such authority under the power of eminent domain so that TENANT cannot continue to operate its business in the Leased Premises, then the term of this Lease shall cease as of the day possession.

25. ACCOUNTING AND AUDITING PROCEDURES. In the performance of this Agreement, TENANT shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by TENANT for

a period of three (3) years after termination of this Agreement. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

26. NO DISCRIMINATION. TENANT promises, and it is a condition to the continuance of this lease, that there will be no discrimination against or segregation of any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, occupancy, tenure or use of the property or any portion thereof.
27. ATTORNEYS' FEES. TENANT agrees to pay reasonable attorneys' fees, court costs and any other costs of eviction or collection in which the COUNTY is successful.
28. RADON NOTICE PURSUANT TO FLORIDA LAW. Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Health Unit.
29. ASBESTOS NOTICE.
 - A. A common building material that is sometimes present in many buildings that were built before 1981 is asbestos. The presence of asbestos materials does not create a health risk to residents according to the EPA. Only when asbestos materials are disturbed or dislodged causing the asbestos fibers to be released are there health risks involved. Some activities of concern are sanding, scraping, pounding and any other remodeling activity that may release dust into the air and cause asbestos particles to be released. Federal law requires that certain precautions be taken to minimize the chances of damaging or disturbing materials that contain asbestos. The EPA does not require asbestos material to be removed.
 - B. By execution of this Agreement, TENANT hereby acknowledges that this Asbestos Disclosure is a warning that the Leased Property may contain asbestos and due to this the TENANT may be exposed to a chemical that is known to cause cancer. The TENANT also hereby agrees that there are to be no modifications, repairs, and or alterations to the premises without the written approval of the COUNTY and this approval will be based upon the acceptance of a written plan of protection from the possible release of or exposure to the asbestos substance.
 - C. TENANT is hereby on notice that asbestos has been detected in the building materials at this facility in surveys performed by Professional Services Industries, Inc. in 1991 and 2000. TENANT acknowledges that it has received copies of the survey reports from the COUNTY. It is unclear from

the public record if all items identified have been abated. The cost to have the Property reinspected and any cost for asbestos abatement is TENANT'S responsibility.

D. Any and all asbestos abatement must be performed by a licensed and insured abatement contractor and must be completed per EPA guidelines.

30. SEVERABILITY. If any section or provision of this Agreement is determined to be invalid by a court of competent jurisdiction, all other sections and provisions of this Agreement will remain in full force and effect.

31. VENUE/NON-JURY TRIAL. Venue for any action brought pursuant to this Agreement shall be in Brevard County, Florida. **Any trial pursuant to litigation brought to enforce or litigate any of the terms hereunder shall be non-jury.**

32. NO WAIVER: No section or provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing signed by COUNTY. The failure of COUNTY to insist upon the strict performance of this Agreement, or the failure of COUNTY to exercise any right, option or remedy herein contained shall not be construed as a waiver of any other right, option or remedy COUNTY may have under this Agreement or as a waiver of a subsequent breach thereof.

33. AMENDMENT OF LEASE. Any amendment or modification of this Lease or additional obligations assumed by either party to this Lease in connection with this Lease will only be binding if evidenced in writing signed by an authorized representative of each party. The County Manager is authorized to sign any amendment on behalf of the County.

34. NOTICE. Notice under this Agreement shall be given to the COUNTY as follows:

Director of Public Works, Brevard County, Public Works Department -
Facilities, 2725 Judge Fran Jamieson Way, Bldg. A, Viera, Florida
32940.

And to the TENANT at

_____.

35. ENTIRETY. This Agreement represents the understanding between the parties in its entirety and no other agreements, either oral or written, exist between the COUNTY and the TENANT.

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IN WITNESS WHEREOF, the parties have caused this Agreement in counterparts, all of which when taken together shall constitute one and the same Agreement, to be executed by its duly authorized representatives, effective as of the last date below.

ATTEST:

BREVARD COUNTY, FLORIDA

Rachel M. Sadoff, Clerk

By: _____
Rob Feltner, Chairman

As approved by the Board on _____

Date signed: _____

Reviewed for legal form and content
solely for Brevard County:

Shannon Wilson, Asst. County Attorney

TENANT: _____

By: _____
(Insert printed name/title)

Date: _____

STATE OF _____

COUNTY OF _____

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

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

ATTACHMENT "A"

North Animal Shelter Boundary Survey on the Following Page

DRAFT

ATTACHMENT "B"

SCOPE OF SERVICES

(to be finalized upon negotiations)

DRAFT

Board Meeting Date

Item Number: I.2

Motion By: KD terminate Lease

Second By: KA

Nay By: _____

Commissioner	DISTRICT	AYE	NAY
Commissioner Delaney	1	✓	
Vice Chair Goodson	2	✓	
Commissioner Adkinson	3	✓	
Commissioner Altman	5	✓	
Chairman Feltner	4	✓	

I.2.

Board Meeting Date

Item Number: I. 2.

Motion By: TG allow County to Demos + keep

Second By: KA as

Nay By: _____

Commissioner	DISTRICT	AYE	NAY
Commissioner Delaney	1	✓	
Vice Chair Goodson	2	✓	
Commissioner Adkinson	3	✓	
Commissioner Altman	5	✓	
Chairman Feltner	4	✓	