

**F. Consent Agenda - Parks and Recreation Department  
ITEM 9.**



**AGENDA REPORT  
September 18, 2018**

**Approval, Re: Resolution and Lease Agreement with the Scottsmoor  
Community Association, Inc. (D1)**

---

**SUBJECT:**

Resolution and Lease Agreement 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 \$1,260.00 annually in 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 Agreement with the Scottsmoor Community Association, Inc.

**THIS ACTION REQUIRES A SUPER MAJORITY VOTE.**

**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. (SCA) to host various activities, events and meetings serving the population in northern Brevard County. SCA hosts activities such as fitness classes, picnics, and holiday events. In addition, the Hall is a popular location for family orientated occasions such as birthdays, weddings and celebrations of life.

Under previous agreements SCA has paid monthly utilities which average one hundred ten dollars (\$110.00) per month. If approved, this Lease Agreement provides for a monthly rental fee of two hundred fifteen dollars (\$215.00) per month, including utilities. The initial term of the Lease Agreement is for a period of two (2) years with the option to renew for an additional two (2) year term and a subsequent one (1) year term.

Adoption of the Resolution declares the Scottsmoor Meeting Hall was constructed for the proposed use by SCA and serves the public interest, will serve a public purpose, and constitutes a service that could be provided by the local government. The Resolution and Lease Agreement 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 Internet Website at least 5 days prior to the public meeting and also requires a **supermajority** vote by the Board. The posting requirement was successfully completed on September 5, 2018.

**ATTACHMENTS:**

**Description**

- ▢ **SCA Lease**
- ▢ **SCA Resolution**
- ▢ **SCA Public Notice**
- ▢ **SCA RM Approval**
- ▢ **SCA CAO Approval**

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

# INITIAL CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

<b>1. Contractor:</b>	
<b>2. Fund/Account #:</b>	<b>3. Department Name:</b>
<b>4. Contract Description:</b>	
<b>5. Contract Monitor:</b>	<b>7. Contract Type:</b>
<b>6. Dept/Office Director:</b>	

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency			_____	_____
Risk Management			_____	_____
County Attorney			_____	_____

## SECTION III - REVIEW AND APPROVAL TO EXECUTE AND GO TO BOARD OF COUNTY OF COMMISSIONERS

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency			_____	_____
Risk Management			_____	_____
County Attorney			_____	_____

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**INITIAL CONTRACT REVIEW AND APPROVAL FORM**

**SECTION I - GENERAL INFORMATION**

<b>1. Contractor:</b> Scottsmoor Coummunity Association, Inc.	
<b>2. Fund/Account #:</b> 1010/R30204	<b>3. Department Name:</b> North Area Parks Operations
<b>4. Contract Description:</b> Lease - Permission to go to BOCC on 9/18/18	
<b>5. Contract Monitor:</b> Melissa Renninger	<b>7. Contract Type:</b>
<b>6. Dept/Office Director:</b> Mary Ellen Donner	LEASE/RENTALS

**SECTION II - REVIEW AND APPROVAL TO ADVERTISE**

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<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 AND GO TO BOARD OF COUNTY OF COMMISSIONERS**

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 <small>Digitally signed by Melissa Renninger, DN: cn=Melissa Renninger, o=Brevard County, ou=County Administration, email=melissa.renninger@brevard.net</small>	08/28/2018
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>		9/4/18

**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"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management 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"/>



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

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

September 19, 2018

**MEMORANDUM**

**TO:** Mary Ellen Donner, Parks and Recreation Director

**RE:** Item F.9., Resolution and Lease Agreement with Scottsmoor Community Association, Inc. for Scottsmoor Meeting Hall

The Board of County Commissioners, in regular session on September 18, 2018, adopted Resolution No. 18-127, and approved and executed Lease Agreement with Scottsmoor Community Association, Inc. for use of the Scottsmoor Meeting Hall. Enclosed are a fully-executed Resolution and two executed Lease Agreements.

**Upon execution by Scottsmoor Community Association, Inc., please return a fully-executed Lease Agreement to this office for inclusion in the official minutes.**

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Rowe*

Tammy Rowe, Deputy Clerk

Encls. (3)

cc: Contracts Administration  
Finance  
Budget

**RESOLUTION NO. 2018-127**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, PURSUANT TO SECTION 125.35, FLORIDA STATUTES AND SECTION 2-247 BREVARD COUNTY CODE OF ORDINANCES, AUTHORIZING THE LEASING OF REAL PROPERTY TO A NOT FOR PROFIT CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the **SCOTTSMOOR COMMUNITY ASSOCIATION, INC.**, a 501(c)(3), Not For Profit Corporation organized under the laws of the State of Florida (hereinafter referred to as "Lessee") has applied to the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as "County") to lease a County owned facility which is a part of the County public park known as the **Scottsmoor Meeting Hall** (hereinafter referred to as the "Hall" and described in Exhibit "A"); and

**WHEREAS**, the Lessee desires to operate and maintain the Hall for the benefit and enjoyment of the population of Brevard County; and

**WHEREAS**, the County finds that the Lessee's proposed use of the Hall will promote 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 Hall was constructed.

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

1. The above recitals are true and correct and are incorporated into this Resolution by this reference.
2. The Hall shall be leased to the Lessee subject to the terms and conditions of the lease agreement, attached hereto as Exhibit "B" and incorporated herein by reference.
3. The Hall is a County owned facility and was constructed for the purpose of being used as a public meeting hall.
4. The County has determined that the Hall is not needed by the County.
5. The Lessee shall operate and maintain the Hall for the benefit and enjoyment of the population of Brevard County.
6. The Lessee shall sponsor community activities, picnics and other social and educational events for population of Brevard County.
7. The County shall enter into a lease with the Lessee beginning on the date of the last signature on the Lease Agreement for a term of three (3) years with the option to renew for two (2) additional one year terms.
8. The consideration for the conveyance shall be \$215.00 per month.
9. This Resolution shall take effect immediately upon its adoption. No obligation to lease the Hall to the Lessee shall arise until the lease is executed by both parties.
10. In the event the Lessee fails to comply with the lease, then the Hall shall immediately revert to the County which shall thereafter have the right to reenter and repossess the property.

*DONE, ORDERED AND ADOPTED* this 18<sup>th</sup> day of September, 2018.

**ATTEST:  
COMMISSIONERS**



\_\_\_\_\_  
Scott Ellis, Clerk

**BOARD OF COUNTY**

**BREVARD COUNTY, FLORIDA**

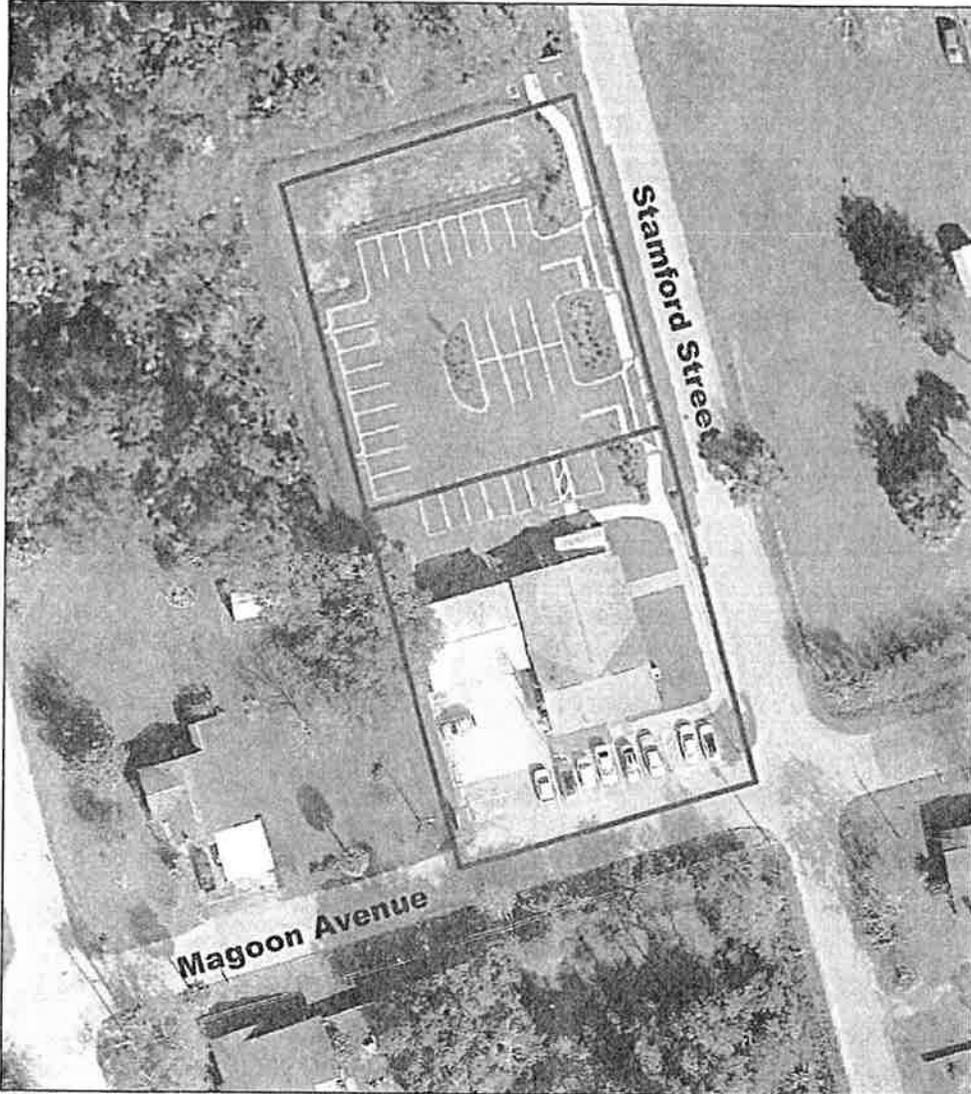


\_\_\_\_\_  
Rita Pritchett, Chair

**As approved by the Board on 9/18/2018.**

# Scottsmoor Meeting Hall

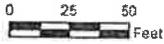
3724 Magoon Avenue  
Scottsmoor, FL 32754



**Brevard County Parks and Recreation**

2725 Judge Fran Jamieson Way  
Viera, FL 32940

2018 Aerial



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

Exhibit "B"

(this page to replaced with copy of fully executed Agreement)



Brevard County Parks and Recreation Department  
**SCOTTSMOOR COMMUNITY ASSOCIATION**  
**LEASE**



**THIS LEASE**, made and entered into this 18 day of September, 2018, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as the “County”), and the **SCOTTSMOOR COMMUNITY ASSOCIATION, INC.** a Not For Profit Corporation organized under the laws of the State of Florida (hereinafter referred to as the “Lessee”).

**WHEREAS**, the Lessee desires to lease certain buildings, structures, grounds, equipment and facilities which is a part of the County public park known as **Scottsmoor Meeting Hall** (hereinafter referred to as “Park); and

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

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

**WITNESSETH:**

**NOW THEREFORE, in consideration of the mutual promises and terms and conditions contained herein, the parties hereto hereby agree as follows:**

1. **Leased Property.** The County hereby leases to the Lessee and Lessee hereby leases from the County, the Park as presently constituted, commonly known as the **Scottsmoor Meeting Hall**, located at 3724 Magoon Avenue, Mims, FL 32754 and described in **Exhibit “B”**. 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.
2. **Representation by Lessee.** The Lessee 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

3. **Term.** This Lease shall be effective from the date of the last signature for a period of three (3) years. It is hereby mutually agreed and understood that the Lessee may request renewal of this Lease for two (2) additional one year terms by written notice from Lessee at least sixty (60) days prior to the expiration date of this Lease. The Parks and Recreation Director, (herein referred to as the "Director"), shall be authorized to execute any renewals.
4. **Rent.** The rent for the Park shall be two hundred fifteen dollars (\$215.00) per month plus all applicable sales tax, due the 10<sup>th</sup> day of each month and payable in advance by the Lessee. It is hereby mutually agreed and understood that the rent may be increased, at the Director's discretion, annually by a maximum of three percent (3%) of the previous year's rent.
5. **ADA Compliance.** The County and Lessee shall conform to current requirements of the Americans with Disabilities Act in the performance of this Lease, and shall not cause or place in the Park any condition causing the Park to become non-compliant. The parties shall work together to cure any known violations of the ADA that may occur.
6. **Alterations, Changes and Additions.** No structural changes, alterations or additions shall be made by Lessee to the Park without the prior written consent of the County. Any such alterations, changes, or additions shall remain for the benefit of and become the property of the County.
7. **Assignment for Occupation by Other Persons.** Lessee agrees not to 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 not be consent to a subsequent assignment, or occupation by other persons. Lessee's unauthorized assignment or license to occupy shall be void, and shall terminate the Lease at the County's option. Lessee's interest in this Lease 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 Lessee from entering into short-term use/rental Lease with third parties for up to and including three (3) days (no overnight activities); however, even under such circumstances Lessee shall remain responsible for all of its obligations under this Lease. Lessee shall be responsible for ensuring that all short term use or rental Leases incorporate and adhere to the terms of this Lease.
8. **Attorney's Fees.** In the event of any legal action to enforce the terms of this Lease each party shall bear its own attorney's fees and costs.
9. **Background Investigation Check.** Lessee shall perform a High Level background screening on the Lessee's employees, contractors, subcontractors, agents, representatives and volunteers and other persons providing services at the Park at no cost to the County. High Level Background screening includes the following:
  - Clerk E-Facts – [www.brevardclerk.us](http://www.brevardclerk.us)
  - Fingerprinting (FDLE and National FBI Criminal check through VECHS)
  - Department of Juvenile Justice check on individuals under the age of 18 when applicable and allowed in lieu of fingerprinting

- National Sex Offender Public Website – www.nsopw.gov
- Reference Checks
- Prior employment check
- Education/Licensing verification (case-by-case)
- Driver’s license check (case-by-case)
- Drug Testing (case-by-case)

Lessee is responsible for compliance and providing written verification that all employees, contractors, subcontractors, agents, representatives, volunteers and other persons providing a service at the Park have been screened. The Lessee 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 I) background screening. The Director may deny the Lessee 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, attached hereto as **Exhibit “C”** on background screening in determining if a person shall be disqualified from working 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 (5) years.

10. **Construction of Lease.** The parties hereby acknowledge that they have fully reviewed this Lease and its attachments and have had the opportunity to consult with legal counsel of their choice, and that this Lease shall not be construed against any party as if they were the drafter of this Lease.
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 Lease shall be subject to copyright by Lessee in the United States or any other country.
12. **County’s Entry for Inspection and Maintenance.** The County reserves the right to enter the Park at reasonable times to inspect, to perform required maintenance and repair, or to make additions or alteration to any part of the Park, and Lessee agrees to permit the County to do so. The County may, in connection with such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment without incurring liability to Lessee for disturbance of quiet enjoyment of the Park, or loss of occupation thereof, unless done so in an unreasonable, willful, or negligent manner.
13. **Default and Termination.** The occurrence of one or more of the following events shall constitute a default by the Lessee under this Lease:
  - A. Failure or refusal to pay any amount of rent or any other monetary obligation owed by the Lessee hereunder, when due, where such failure continues for a period of five (5) days after written notice thereof from the County to the Lessee.
  - B. Failure of the Lessee to observe or perform any other covenant, obligation or condition of this Lease,

where such failure shall continue after written notice thereof from the County to the Lessee. If the nature of the default is such that more than fifteen (15) days are reasonably required for its cure, then the Lessee shall not be deemed to be in default if the Lessee shall commence such cure within said fifteen (15) day period and thereafter diligently prosecute such cure to completion, which completion shall not occur no later than thirty (30) days from the date of such notice from the County.

- C. Any waiver by the County of a breach of covenant of this Lease by the Lessee shall not be construed as a waiver of subsequent breach of the same covenant. No breach for a covenant of this Lease shall be deemed to have been waived by the County unless the waiver is in writing signed by the County.
- D. Upon occurrence of one or more of the foregoing events of default, the County Manager, or designee, as hereby specifically delegated this authority by the Board of County Commissioners of Brevard County, Florida, may elect to terminate this Lease.
- E. The County shall in no event be charged with default in any of its obligations hereunder unless and until the County shall have failed to perform contractual obligations thirty (30) days after written notice to the County by the Lessee specifically describing such failure. If the County fails to perform any of its contractual obligations under this Lease and such failure is not cured within thirty (30) days (or such additional time as is reasonably required to correct any such default) of receipt of written notice of default, the Lessee's sole legal remedy for said default is to, terminate this Lease upon written notice to the County.

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. Lessee 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 Lessee 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, Lessee occupancy and any duties or obligations hereunder will be suspended. Any maintenance, damage, restoration, or repair to the Park necessitated during any suspension of Lessee's occupancy under this Lease 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 Lessee's occupancy, shall all be diligently completed by the County, at the expense of the County, prior to Lessee 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, "E.O.C." as an emergency.

15. **Entire Lease.** This Lease, together with any Exhibits, constitutes the entire Lease between the County and Lessee and supersedes all prior written or oral understandings. This Lease and any Exhibits may only be amended, supplemented or canceled by a written instrument duly executed by both parties hereto. As of the Effective Date of this Lease, all authority, permission, and right, express or implied, heretofore granted or inferred to be granted by the County to Lessee to operate Park shall be terminated, and Lessee shall cease operating any Park other than as permitted by this Lease.
16. **Florida Public Records Law.** Pursuant to Section 119.0701 Florida State Statutes, a request to inspect or copy public records relating to this Lease must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Lessee of the request and the Lessee must provide the records to the County or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. The Lessee 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 the Lessee fails to provide the requested public records to the County within a reasonable time, the Lessee may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110 Florida State Statutes. The Lessee's failure to comply with public records requests is considered a material breach of this Lease and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Lessee's possession and control, the Lessee agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Lessee shall hire and compensate attorney(s) to represent the Lessee and County in defending such action. The Lessee shall pay all costs to defend such action and any costs and attorney's fees awarded pursuant to Section 119.12 Florida State Statutes.

IF THE LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS at (321) 633-2046.

17. **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, Lessee shall timely pay all rent due as otherwise provided herein.
18. **Governing Law.** This Lease shall be deemed to have been executed and entered into within the State of Florida and this Lease, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

19. **Illegal, Unlawful, or Improper Use.** Lessee shall make no unlawful, improper, immoral, or offensive use of the Park nor will the Lessee use the Park or allow the use of the Park for any purpose other than that hereinabove set forth. Failure of Lessee to comply with this provision shall be considered a material breach of this Lease and subject same to immediate termination by the County, where upon the County shall be entitled to immediately re-enter and retake possession of the Park and terminate this Lease.
20. **Indemnification.** Lessee shall indemnify and hold harmless the County and its employees from all claims, damages, losses, and expenses, including attorney's fees, arising out of or associated with the use, occupation, management or control of the Park or any improvements or any furniture, furnishings, equipment and fixtures utilized in connection with the Park by Lessee unless such claims, damages, expenses, or losses are caused solely by acts of the County, its employees, or other persons not a party to this Lease acting on the County's request. Lessee agrees that it will, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with Lessee's use, occupation, management or control of said Park and that it will satisfy, pay and discharge any and all judgments that may be entered against the County in such action or proceeding. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of Section 768.28, Florida Statute.
21. **Independent Contractor.** Lessee shall perform the services under this Lease as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Lease shall be interpreted or construed to constitute Lessee or any of its agents or employees to be the agent, employee or representative of the County.
22. **Insurance.** Lessee agrees to provide and maintain at all times during the term of this Lease, without cost or expense to the County, policies of insurance insuring the Lessee against any all claims, demands and causes of action whatsoever for injuries received and damages to property in connection with the use, occupation, management or control of the Park and any improvement thereon. Lessee will procure and maintain, at its own expense and without cost to the County, the following types of insurance. The policy limits required are to be considered minimum amounts. These policies shall be issued by responsible insurance companies and in form acceptable to the County, and the County shall be added on to the policy(ies) as an additional insured.

The General Liability Insurance shall be issued by responsible insurance companies and in a form acceptable to the County, protecting and insuring against all the foregoing with combined single limits of not less than One Million dollars (\$1,000,000) for Bodily Injury and Property Damage and Products & Completed Operation; Fire Legal Liability in the amount of Fifty Thousand dollars (\$50,000); and Sexual Abuse and Molestation coverage in the amount of One Million dollars (\$1,000,000). All property housed or placed at the Park shall be at the risk of Lessee whether owned by the County or Lessee, and the County shall not be liable for any loss or damage to the personal property of Lessee or others located thereon for any cause whatsoever. Lessee agrees and understands that the County does not and shall not carry liability, theft or fire

insurance on said property to cover Lessee's interest therein. The County shall be added on to the policy and loss page as an additional insured.

23. **Insurance Certificates.** Lessee shall provide the County with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the County. Said certificates shall provide that the County is an additional insured and loss payee, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of 10 days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.
24. **Licenses, Permits, and Taxes.** Lessee 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 Lease, 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 (30) days of the execution of this Lease by both parties. If applicable, a Bingo Class "A" License shall be obtained on an annual basis and a copy shall be provided to the County.
25. **Modifications.** No modification of this Lease shall be binding on the County or Lessee unless reduced to writing and signed by a duly authorized representative of County and Lessee.
26. **Music Performance.** Lessee shall not use, play or perform copyrighted music, or allow such to be used, played or performed, without appropriate licensing or other permission. Lessee 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 Lease. Lessee agrees to indemnify and hold harmless the County from damages for unauthorized use or performance of copyrighted music.
27. **No Use that Increases Insurance Risk.** Lessee 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. Lessee 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. Lessee shall comply, at its own expense, with all requirements of insurers necessary to keep in force the fire and public liability insurance covering the Park.
28. **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 Lease cannot be changed or terminated orally.
29. **Notice.** Notice under this Lease shall be given to the County at Brevard County Parks and Recreation: **North Area Parks Operations, 475 North Williams Avenue, Titusville, FL 32796.** Notice shall be given

to Lessee by mailing written notice, postage prepaid to the **Scottsmoor Community Association, Inc., Rose McGinnis, President, 3734 Huntington Avenue, Mims, FL 32754**. Notice shall be effective upon receipt or five (5) days from mailing, whichever even occurs first.

**30. Obligations of the Lessee.**

**A. General:**

1. The County shall have the option to rent out the Park during non-dedicated/usage time. The County shall supply notice fourteen (14) days in advance of said usage.
2. The County reserves the right to utilize the Park ten (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 thirty (30) days' notice to Lessee for the County's utilization of the Park
3. Lessee 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 Lease. 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 Parks and Recreation Department Director or designee. If Lessee wishes to add additional furnishings they must be approved by the Parks and Recreation Department Director or designee, prior to installation.
4. Lessee shall maintain a "No-Smoking" policy
5. The use of sustained flames is strictly prohibited inside the Park.
6. Signage shall be approved by the Department Director or designee, and shall be in compliance with all federal, state, county and municipal laws, ordinances, policies and rules.
7. Advertisements shall be in good taste commensurate with an acceptable family-orientated environment. Advertising of other businesses not related to the operation of the Park are prohibited.
8. All contractors and subcontractors must be licensed, insured and meet all federal, state, county and municipal laws, ordinances, policies and rules.
9. Lessee shall maintain a high level of public relations that promotes a highly favorable family-orientated atmosphere. Conduct said events and activities in a manner which is courteous and fair to the public.
10. Lessee shall maintain a public website and Lessee contact point which will be updated regularly. All correspondence must be answered within 48 hours of receipt. Lessee contact information shall be posted on the website
11. Lessee 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 Lessee shall immediately notify local law enforcement.
12. Lessee shall immediately report to the County any accident or incident requiring emergency response.
13. Lessee shall cooperate fully with County officials in all matters relating to the Park.

**B. Maintenance:**

1. Lessee 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, 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. The County reserves the right to perform, or have performed, periodic inspections of the cleanliness and sanitation conditions of the Park. Lessee shall maintain said property in its present condition, ordinary wear and tear excepted. No structural changes, alterations, or additions shall be made by Lessee to the Park without prior written consent of the County. Any such alterations, changes, and additions shall remain for the benefit of and become the property of the County. If the Park requires closure for an extended period of time, it shall be requested by Lessee thirty (30) days in advance.
2. Lessee shall not be responsible for maintenance and repairs due to vandalism unless such vandalism is due to Lessee's negligence.
3. All light bulbs replaced by Lessee must meet current energy standards in use by County. Lessee shall adhere to any and all electrical conservation policies established by the County.
4. 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 Lessee.

**C. Events:**

1. Any confirmed reservations guaranteed by the County prior to the effective date of this Lease shall be honored by Lessee.
2. Events may be scheduled seven days a week. Outside events must conclude 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.
3. Lessee shall be responsible for all set up and break down 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. All break down and rental services must conclude by 1:00 a.m.
4. Celebratory items such as birdseed, bubbles and flowers used during events require prior approval by the Department Director, or designee, and shall be cleaned from the Park and/or grounds at the conclusion of each event.
5. 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.
6. All parking must remain on paved roads or parking lots.
7. Any signage posted for events shall comply with Article IX. – Signs; Brevard County Code of Ordinances Section 62-3309, 62-3316, 62-3317 and Section 78-108.

8. Music decibels must be kept to a minimum in accordance with Brevard County's noise ordinance. Lessee shall comply with Brevard County Code of Ordinances, Section 62-2271.

9. Event participants cannot exceed the Park's occupancy limit of 264 attendees.

10. Lessee shall be responsible for the security of the Park during all events. Lessee shall be responsible to ensure that all attendees and vehicles have exited the Park prior to closing.

31. **Obligations of the County:**

A. The County shall be responsible for keeping the parking area, sidewalks and area adjacent to the Park in a clean, neat, and sanitary manner, and free of debris.

B. Except as otherwise provided in the Lease, and except due to damage caused by Lessee, its invitees, employees, or other persons associated with Lessee, 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.

C. The County shall be responsible for normal preventative maintenance of the electrical system, plumbing system, and HVAC system - the electrical system from the meter including the power distribution and lighting systems, the plumbing system from the meter to the building and all interior fixtures and piping. Preventative maintenance encompasses regular examination, inspection, lubrication, testing and adjustments of equipment to ensure their proper functionality and to reduce their rate of deterioration.

D. All inspections, maintenance, repair and monitoring costs associated with the security and fire systems shall be the responsibility of The County. The County, at its expense, shall be responsible for the installation, inspection, and replacement of the fire alarm system.

E. The 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 Park by the County, City or any other public agency or public utility.

F. After consultation with Lessee, the County shall determine the proper climatic control to ensure comfort and promote energy efficiency Lessee shall be responsible for utility costs resulting from excessive use of the Park's utilities.

32. **Partial Destruction of Premises.** Partial destruction of the Park shall not render this Lease void, or terminate it except as herein provided. If the Park is partially destroyed during the term of this Lease, 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 (90) days of the partial destruction. If the repairs cannot be so made in ninety (90) days and the County does not elect to make them within a reasonable time, either party hereto has the option to terminate this Lease. If the Park is more than one-third destroyed, County or Lessee may at its option terminate this Lease, giving ninety (90) day notice to the other party.

33. **Permitted Activities.** 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 use of the Park. The Lessee 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. 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. Lessee shall operate the Park without regard to race, color, religious creed, national origin, ancestry, age, gender, marital status or disability.

The ongoing operation of the Park will be the responsibility of the Board of Directors of the Lessee in coordination with the County. A representative from the County shall serve as County Liaison for the Board of Directors. When requested, the Lessee shall provide a list to include names, addresses, and phone numbers of the Board of Directors of the Lessee, and additionally shall provide notification of any changes to said officers that may occur in the course of the year.

Revenues may be derived by the Lessee from memberships, fund-raising events, donations, special activities, yard sales, shared revenues obtained from admission to activities sponsored and operated by other organizations, some participation from community-based organizations

34. **Public Entity Crimes.** A person or affiliate who had been placed on the convicted Lessee 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 (36) months from the date of being placed on the convicted Lessee list.
35. **Responsibility.** The Lessee's President shall be responsible for ensuring the Lessee is abiding by the terms of this Lease. The Area Manager shall be responsible for assuring the contents of this Lease are properly applied.
36. **Reverter and Right of Re-Entry and Repossession.** Notwithstanding any provisions of this Lease to the contrary, in the event the Park is not used or ceases to be used for the public purposes set forth herein, the Lease shall immediately cease and the Park shall revert to the County which shall thereafter have the right to re-enter and repossess the Park.
37. **Right to Audit Records.** In the performance of this Lease, the Lessee shall keep books, records, and accounts of all activities related to this Lease in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Lessee in conjunction with this Lease and the performance of this Lease shall be open to inspection during regular business hours by an authorized representative of the County. The Lessee shall retain all documents, books and records for a period of five (5) years after termination of this Lease, 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 Instructor by the County in connection with this Lease 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 Lessee shall ensure that 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 Lease and following termination of the Lease if the Lessee does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Lease, the Lessee may transfer, at no cost to the County, all public records in possession of the Lessee. If the Lessee transfers all public records to the County upon termination of the Lease, the Lessee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

38. **Severability.** If any provision of this Lease 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.
39. **Statutes, Laws, Rules and Regulations.** The Lessee's use of the Park will be in accordance with all applicable laws, rules, regulations, policies and procedures approved by the Department and/or the Brevard County Board of County Commissioners. 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 Lessee with a copy of such rules, regulations, policies, procedures, and amendments thereto.

It shall be the Lessee'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. Lessee shall provide to the County written evidence of current satisfactory health inspections at all times.

40. **Successors in Interest.** This Lease and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives, and assigns of the parties.
41. **Surrender of Premises.** Lessee shall surrender the Park to the County at the end of the Lease term in generally the same condition as when Lessee 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, Lessee shall remove all business signs or symbols placed on the Park by Lessee and restore the portion of the Park on which they were placed in the same condition as before placement.
42. **Termination for Convenience.** Either party may terminate this Lease for their own convenience upon providing sixty (60) 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.
43. **Unauthorized Alien Workers.** Brevard County will not intentionally award publicly-funded contracts to any Lessee 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 Lessee of unauthorized aliens a violation of Section 274A (e) of the INA and such violation shall be grounds for unilateral cancellation of this Lease by the County.

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

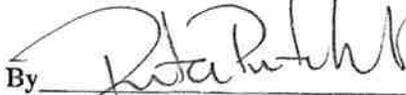
(remainder of page left intentionally blank)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

By   
Scott Ellis, Clerk

By  9/18/18  
Rita Pritchett, Chair Date

As Approved by the Board on 9/18/2018.

Reviewed for Legal Form and Content

  
Assistant County Attorney

WITNESSES:

SCOTTSMOOR COMMUNITY ASSOCIATION,  
INC.

Date Rose McGinnis, President Date

WITNESSES:

Date

State of Florida

County of Brevard

The foregoing instrument was acknowledged this 18 day of September by Rita Pritchett who personally appeared before me or provided as form of identification and who affirms that he/she signed the instrument voluntarily for the purpose expressed in it.

  
Signature of Notary of Public

DEBORAH W. THOMAS  
Name of Notary of Public (print, type or stamp)  
My Commission Expires: June 10, 2020

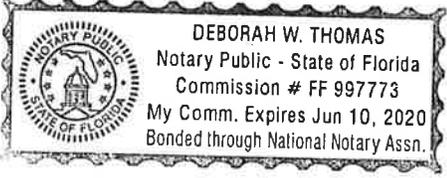


Exhibit "A"

Resolution to be approved by Board of County Commissioners

RESOLUTION NO. 2018-\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA. PURSUANT TO SECTION 125.35, FLORIDA STATUTES AND SECTION 2-247 BREVARD COUNTY CODE OF ORDINANCES, AUTHORIZING THE LEASING OF REAL PROPERTY TO A NOT FOR PROFIT CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the SCOTTSMOOR COMMUNITY ASSOCIATION, INC., a 501(c)(3), Not For Profit Corporation organized under the laws of the State of Florida (hereinafter referred to as "Lessee") has applied to the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") to lease a County owned facility which is a part of the County public park known as the Scotts Moor Meeting Hall (hereinafter referred to as the "Hall");

WHEREAS, the Lessee desires to operate and maintain the Hall for the benefit and enjoyment of the population of northern Brevard County; and

WHEREAS, the County finds that the Lessee's proposed use of the Hall will promote 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 Hall was constructed.

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

1. The Hall is a County owned facility and was constructed for the purpose of being used as a public meeting hall.
2. The County has determined that the Hall is not needed by the County.
3. The Lessee shall operate and maintain the Hall for the benefit and enjoyment of the population of northern Brevard County.
4. The Lessee shall sponsor community activities, picnics and other social and educational events for population of northern Brevard County.
5. The County shall enter into a lease with the Lessee beginning on the date of the last signature on the Lease Agreement for a term of three (3) years with the option to renew for two (2) additional one year terms.
6. The consideration for the conveyance shall be \$215.00 per month.
7. This Resolution shall take effect immediately upon its adoption. No obligation to Lease the Hall to the Lessee shall arise until the Lease is executed by both parties.
8. In the event the Lessee fails to comply with the Lease, then the Hall shall immediately revert to the County which shall thereafter have the right to reenter and repossess the property.

DONE, ORDERED AND ADOPTED this 18<sup>th</sup> day of September, 2018.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

\_\_\_\_\_  
Scott Ellis, Clerk

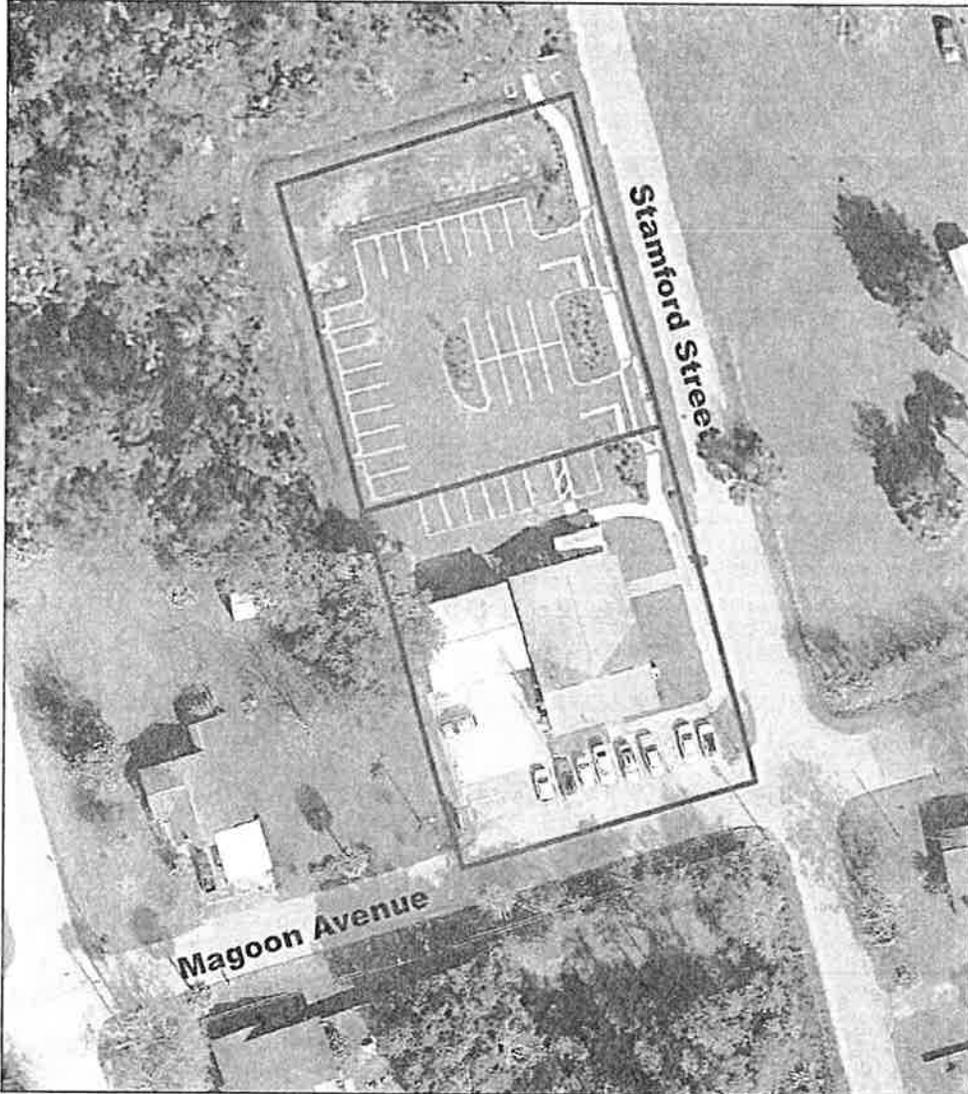
\_\_\_\_\_  
Rita Pritchett, Chair

As approved by the Board on 9/18/2018.

Exhibit "B"

# Scottsmoor Meeting Hall

3724 Magoon Avenue  
Scottsmoor, FL 32754



**Brevard County Parks and Recreation**

2725 Judge Fran Jamieson Way  
Viera, FL 32940



2018 Aerial



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

Exhibit "C"



BOARD OF COUNTY COMMISSIONERS

---

**ADMINISTRATIVE ORDER**

NUMBER: AO-05  
CANCELS: 04/24/15  
APPROVED: 06/12/18  
ORIGINATOR: Human Resources  
REVIEW: 06/12/21

Title: Background Investigation Checks

**I. PURPOSE AND SCOPE**

To establish a consistent, county-wide procedure for conducting background investigation checks.

**II. DEFINITIONS AND REFERENCES**

Applicant – An external applicant or volunteer being considered for a position or a current employee being considered for a position with a higher security level as the result of a promotion, transfer or demotion.

B. At-Risk Population- Children, elderly, disabled, and those whom cannot defend themselves. Example of settings in which individuals come into contact with at-risk populations include, but are not limited to:

- Daycare: senior citizen centers and community day programs for children.
- Group Home: placements for children under the care of the State as a result of abuse or neglect or as a consequence of delinquency.
- Program activities involving children on school property.
- Shelters: homeless, domestic violence or special needs emergency shelters.
- Youth development programs.
- Volunteer programs for the elderly or individuals with disabilities; such as, Meals on Wheels or other community/volunteer programs.
- Library areas/programs designated for children.
- Park areas/programs designated for children.

C. Background Investigation Handbook – a handbook with detailed information about how to complete and interpret the background checks.

D. Background Checklist – a form used to track the results of the background checks performed by the Department/Office.

- E. Conviction – defined as a law violation where there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld.

NOTE: A "yes" answer to the question of law violation on the application will not automatically bar the applicant from employment. The nature, job-relatedness, severity and date of the offense in relation to the position for which they are applying will be considered.

- F. Recertification – Frequency which each Department/Office reinvestigates each employee's or volunteer's criminal history.

G. **SECURITY LEVELS:**

**High Level (Level I)** – Applies to an employee or volunteer who has unsupervised access and/or contact with individuals identified as being in the at-risk population.

**Moderate Level (Level II)** – Applies to an employee or volunteer who has supervised access and/or contact with individuals identified as being in the at-risk population.

**Low Level (Level III)** – All other employees or volunteers who do not fit into the High or Moderate security levels.

- H. VECHS – an acronym for the Volunteer & Employee Criminal History System at the Florida Department of Law Enforcement (FDLE). The VECHS program agreement allows Brevard County to submit state and national checks for employees and volunteers, as needed.
- I. F.S. 112.011 – Felon; removal of disqualifications for employment, exceptions.
- J. F.S. 943.04351 – Search of registration information regarding sexual predators and sexual offenders required prior to appointment or employment.

III. **RESPONSIBILITIES**

- A. Each Department/Office Director shall establish a background investigation check procedure which ensures that the guidelines in this Administrative Order are met.
- B. Each Department/Office will utilize the guidelines in this Administrative Order or will adhere to statutory/contractual requirements, whichever is more stringent.
- C. Each Department/Office shall be responsible for verifying that each applicant

meets the requirements for the job, including educational and/or licensing verification, driver's license check.

- D. Each Department/Office shall be responsible for checking and documenting a total of three (3) of the applicant's employment and/or personal references. Document if the applicant has insufficient work history (i.e.; a student with no experience or someone returning to the workforce after a long absence) or is a volunteer. Due diligence must be used in obtaining these references, but if no response is received, documentation should be made of what efforts were made. Reference checks are not mandatory for those temporary employees hired on a seasonal basis.

The Background Investigation Handbook has detailed instructions and reference forms to be used in checking these references.

- E. Each Department/Office shall perform the required minimum criminal background investigation checks at the appropriate security level for applicants under final consideration and document the results on the Background Checklist, which shall be provided to the Office of Human Resources with the background documents.

1. High-Level Security Check (Level I):

- Fingerprints – submit fingerprints to FDLE under the VECHS agreement using digital fingerprint machine or using the fingerprint card provided for FDLE and National FBI criminal investigation check.
- Brevard County Clerk E-Facts: [www.brevardclerk.us](http://www.brevardclerk.us)

2. Moderate-Level Security Check (Level II):

- FDLE: <https://web.fdle.state.fl.us/search/app/default>
- Brevard County Clerk E-Facts: [www.brevardclerk.us](http://www.brevardclerk.us)
- National Sex Offender Public Website: [www.nsopw.gov](http://www.nsopw.gov)
- Out-of-State criminal checks based on past seven (7) years address history (on-line checks may be done, if available), or alternatively a national background check.

3. Low-Level Security Check (Level III):

- Brevard County Clerk E-Facts: [www.brevardclerk.us](http://www.brevardclerk.us)
- National Sex Offender Public Website: [www.nsopw.gov](http://www.nsopw.gov)
- Florida Department of Corrections: [www.dc.state.fl.us](http://www.dc.state.fl.us)
- Out-of-Area criminal checks based on past two (2) years address history (on-line checks may be done, if available).

- F. Applicants under final consideration for positions classified as high security level shall be subject to the following guidelines for criminal background checks.

Consistent with F.S. 112.011, a person shall not be disqualified from employment by the County solely because of a prior conviction for a crime. However, a person may be denied employment by the County by reason of the prior conviction for a crime if the crime was a felony or first degree misdemeanor and directly related to the position of employment sought.

**1. A prior conviction of any of the following criminal offenses, if a felony or first degree misdemeanor, is considered to be directly related to any high level security position, irregardless of when it occurred, and will disqualify an applicant from further consideration:**

- Child Abuse, Neglect or Abandonment
- Extortion
- Extreme Violence (Aggravated Assault/Aggravated Battery, Murder, Attempted Murder, Vehicular Homicide)
- False Imprisonment
- Hate Crime
- Indecent Exposure if Sexual in Nature
- Kidnapping
- Manslaughter
- Child Pornography
- Illegal Possession of Guns or Weapons
- Robbery
- Sale of Controlled Substance
- Sexual Offense (Lewd and Lascivious-Sexual Battery)
- Any Offense of similar nature and severity to those listed above (contact the County Attorney's Office if there is a question)

**2. A prior conviction of any of the following criminal offenses, if a felony or first degree misdemeanor, is considered to be directly related to any high level security position if it occurred within five (5) years of the date of the background check, and will disqualify an applicant from further consideration:**

- Battery/Assault
- Domestic Violence
- Misdemeanor Drug and/or Paraphernalia
- Resisting Arrest with Violence
- Sale of Alcohol or Tobacco to a Minor
- Contributing to the Delinquency of a Minor
- Any Offense of similar nature and severity to those listed above (contact the County Attorney's Office if there is a question)

A prior conviction of one of the above criminal offenses, if a felony or first degree misdemeanor, that occurred beyond five (5) years of the date of the background check, shall be carefully reviewed by the appointing authority on a case-by-case basis to determine if it is directly related to a high security level position and the applicant is disqualified from further consideration.

3. A prior conviction for any of the following criminal offenses, if a felony or a first degree misdemeanor, shall be carefully reviewed by the appointing authority on a case-by-case basis to determine if it is directly related to a high security level position and if the applicant is disqualified from further consideration:

- Disorderly Conduct/Trespassing
- Driving While Under the Influence (DUI), one incident only (more than one must show proof of rehabilitation)
- Petty Theft
- Worthless Checks
- Other Crimes
- Any Offense of similar nature and severity to those listed above (contact the County Attorney's Office if there is a question)

G. When determining whether a prior criminal conviction for any of the criminal offenses listed in Section F above are directly related to a high, moderate or low level security position, an appointing authority shall take the following factors into consideration:

- The classification of the crime as a felony or first degree misdemeanor
- The relationship between the incident and the type of employment or service that the applicant will provide.
- The nature, severity, number, and consequences of the incidents disclosed.
- The amount of time elapsed since the incident(s) occurred.
- The applicant's efforts and success at rehabilitation.
- The age of the applicant at the time of the incident.

If there is any question about whether the criminal offense is directly related to the position, contact the County Attorney's Office.

H. After the background investigation checks are satisfactorily completed, the Department/Office can initiate the request for the applicant to be hired to a paid position or coordinate a start date for a volunteer placement.

IV. RESERVATION OF AUTHORITY

The authority to issue and/or revise this Administrative Order is reserved for the County Manager.

 6/12/18  
Frank Abbate, County Manager / Date

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 September 18, 2018 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 Agreement with the Scottsmoor Community Association, Inc. for the lease of property commonly known as the Scottsmoor Meeting Hall. Any person objecting to the Lease Agreement may submit written objections to the county manager's office or may appear and speak in objection at the meeting. Additional information may be obtained by contacting Mary Ellen Donner, Parks and Recreation Department Director at (321) 633-2046.

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

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

## Deborah Thomas

---

**From:** Renninger, Melissa L <melissa.renninger@brevardfl.gov>  
**Sent:** Monday, September 17, 2018 3:38 PM  
**To:** Deborah Thomas  
**Subject:** RE: ITEM F9 - RESOLUTION & LEASE AGREEMENT WITH SCOTTSMOOR COMMUNITY

Hi Deborah,

No signature on that one. When the “real” resolution is signed, I will replace that page in the agreement. Make sense?

Thanks!

*Melissa Renninger*

Contract Administrator  
Parks and Recreation Department  
2725 Judge Fran Jamieson Way, Bldg B  
Viera, FL 32940  
**Phone** (321) 633-2046 (x32)  
**Email** [melissa.renninger@brevardfl.gov](mailto:melissa.renninger@brevardfl.gov)  
**Web** [www.brevardparks.com](http://www.brevardparks.com)



---

**From:** Deborah Thomas [mailto:deborah.thomas@brevardclerk.us]  
**Sent:** Monday, September 17, 2018 3:17 PM  
**To:** Renninger, Melissa L  
**Subject:** ITEM F9 - RESOLUTION & LEASE AGREEMENT WITH SCOTTSMOOR COMMUNITY

Hi Melissa:

Quick question.

On tomorrow's Agenda, Parks and Rec Item No. F.9., has a Resolution and Lease Agreement with Exhibit "A".

Exhibit A has area for both the Chair and Clerk to sign – are their signatures required on this Exhibit? (see attached)

Please advise.

*Deborah Thomas*  
Administrative Assistant