

Meeting Date
8/19/14



AGENDA	
Section	Unf. Business
Item No.	IV B.

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	ADOPTION AND APPROVAL, RE: RESOLUTION AND LEASE AGREEMENT WITH DEVEREUX FLORIDA
DEPT/OFFICE:	HOUSING AND HUMAN SERVICES DEPARTMENT

Requested Action:

It is requested that the Board of County Commissioners (BOCC) adopt the attached Resolution and approve the Lease Agreement allowing for the non-competitive lease of the Country Acres grounds and structures to a not-for-profit organization, Devereux Florida. This action requires a super-majority vote of the Board for approval per Section 2-247, Code of Ordinances of Brevard County.

Summary Explanation & Background:

On March 18, 2014, the Board of County Commissioner approved the closure of the Country Acres facility and authorized discontinuation of all programming and services as of June 1, 2014. Staff was also directed to work with Brevard Family Partnership (BFP) to survey existing Brevard County providers of group home care to evaluate their interest in taking over and operating Country Acres.

On May 13, 2014, the Board of County Commissioners approved a proposal from Devereux Florida (a current provider of group home care in Brevard County) to continue to serve children at the Country Acres facility in Titusville, and authorized a negotiating committee to finalize a long-term lease.

Brevard County Ordinance Section 2-247, non-competitive lease or sale of county property, allows for the leasing of county-owned real property to any nonprofit corporation "if, upon a supermajority vote, the board of County commissioners is satisfied that the proposed use of the property will serve the public interest; will serve a public purpose; is in the best interest of the county; and make a finding that the property is either likely to not be needed for county purposes in the future or will be used in a manner compatible with county purposes...". The Board may authorize the entry into a lease for rent, whether nominal or otherwise. The Board shall authorize the Lease by adopting a Resolution

The attached Lease Agreement identifies the real property, the purpose for which the property will be used, the nominal lease amount (\$1.00 per year), and a term of ten (10) years with the option for a ten (10) year renewal. All maintenance, repair, improvements, taxes, and utilities will be the sole responsibility of Devereux Florida.

The Central Services Department will become the custodian of the cemeteries (Indigent and Indigent Veteran) on the property and be responsible for maintenance.

FISCAL IMPACT: There will be no impact to the General Fund.

Contact: Ian Golden, Director (633-2007)

Clerk to the Board instruction: None

Exhibits Attached: (1) Resolution (2) Lease (3) BC-20's (4) Brevard County Ordinance 2-247

Contract /Agreement (If attached):		Reviewed by		<input type="checkbox"/> No	<input type="checkbox"/> No	<input type="checkbox"/> PR	<input type="checkbox"/>
County Attorney		Assistant County Manager		Department Director / Extension			
Stockton Whitten		Venetta Valdengo		Ian Golden - 52007			



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

Telephone: (321) 637-2001
Fax: (321) 264-6972

August 20, 2014

MEMORANDUM

TO: Ian Golden, Housing and Human Services Director

RE: Item IV.B., Resolution and Lease Agreement with Devereux Florida for Country Acres
Grounds and Structures

The Board of County Commissioners, in regular session on August 19, 2014, adopted Resolution No. 14-130; and approved Lease Agreement with Devereux Florida for the non-competitive lease of Country Acres grounds and structures, to a non-for-profit organization, Devereux Florida. Enclosed are certified copies of the Resolution and Lease Agreement for your action.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk

/ds

Encls. (2)

cc: Contracts Administration
Finance
Budget

LEASE AGREEMENT

THIS AGREEMENT made and entered into this 19 day of August, 2014, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "Landlord", and **THE DEVEREUX FOUNDATION**, hereinafter referred to as "Tenant".

WITNESSETH

WHEREAS, the Tenant is desirous of using a certain property of the Landlord's for the purpose of providing, at a minimum residential services to children and other services as approved of by the County Manager or designee, and

WHEREAS, the Landlord finds it to be in the best interest of Brevard County to permit the use of said property located at 1135 and 1141 Day Street, 1800 and 1850 South De Leon Avenue, Titusville, 32780 (Parcel ID: 22-35-09-00-00750), and hereinafter referred to as the "Property". The Landlord retains responsibility for the area described as "Veterans cemetery" and the "Indigent cemetery more particularly described in Attachment "A".

NOW, THEREFORE, in consideration of the covenants and premises contained herein, the Landlord and Tenant agree as follows:

1. Term: The term of this Lease Agreement shall be for a period of 120 months commencing on August 5, 2014 and terminating on July 31, 2024. Upon request of the Tenant, in writing 90 days prior to the termination date, the lease may be renewed for an additional 120 months.

2. Rental Payment: Tenant agrees to pay the Landlord as rent for the use and occupancy of the leased property, the yearly sum of one (1) dollar, together with any applicable sales or use tax due under state law for the rental of this property. However, said sales or use tax shall not be collected from Tenant if Tenant certifies in writing that it is tax exempt from state sales and use tax under the laws of the State of Florida. The Rental Payment will be due annually on August 1. Additionally, Tenant shall remit payment for the Landlord provided property insurance annually on August 1.

Checks shall be made payable to the Board of County Commissioners, Brevard County, Florida, and mailed to Brevard County Housing and Human Services Department, 2725 Judge Fran Jamieson Way, Viera, FL 32940.

3. Utilities: The Tenant shall pay all telephone and utility charges.

4. Repairs and Maintenance: The Tenant shall provide and bear the cost of all necessary internal maintenance and repairs to the property, and all necessary external maintenance including roof, HVAC Systems and plumbing and other repairs to the property. Such repairs and replacements shall be made as promptly as necessary. All repairs and replacements shall be in a quality and class at least equal to the original work. The Tenant agrees to keep the leased property free and clear of any obstruction, rubbish, and/or litter, and provide ordinary and routine janitorial service for the leased property and any improvement located thereon. Tenant agrees to keep the leased property in at least its present condition, and to

return same to the Landlord at the end of the term in its present condition, reasonable wear excepted.

5. Improvements: The plans and specifications and location for all improvements, structures, fixtures and equipment, landscaping and facilities made by the Tenant to the property shall be submitted to and approved by the Housing and Human Services Department Director, prior to construction or installation of such improvement, structure, landscaping or facility. It is hereby mutually agreed and understood that any building, structure, or facility placed or constructed on the property and permanently attached thereto shall become the property of the Landlord upon termination of this Agreement, whether by breach or expiration of its natural term. The Tenant shall execute any and all papers necessary to effect transfer of title of same to the Landlord.

6. Use of Property: Tenant shall use the property for providing, at a minimum residential services to children and other services as approved of by the County Manager or designee. Tenant hereby agrees and understands that the use herein set forth shall be the only use allowed for the property and failure to comply with this provision shall be considered a material breach of this Agreement, whereupon the Landlord shall be entitled to immediately re-enter and retake possession of the property and terminate this Agreement.

The Tenant will provide and administer adequate personnel to supervise all activities sponsored or sanctioned by the Tenant which take place on the leased property.

The Tenant shall not make any unlawful, immoral, improper or offensive use of the facility, nor allow said facility to be utilized for any purpose other than that herein above set forth. Failure of the Tenant to comply with this provision shall be considered a material breach of the Agreement and subject same to immediate termination by the Landlord, whereupon the Landlord shall be entitled to immediately re-enter and retake possession of the facility.

Tenant shall obtain and pay for all permits required for Tenant's occupancy of the property and shall promptly take all actions necessary to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements regulating the use by Tenant of the property.

7. Condition of Property: Tenant accepts the property as of the execution of the lease 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 acknowledging that it has been afforded full opportunity to, and has fully investigated such matters to its satisfaction prior to entering into this lease, or will investigate such matters fully, and is entering into the lease based solely upon such investigations. Except as provided herein, Tenant acknowledges that neither Landlord nor any representations or warranties have been made to Tenant as to the condition of the property or the suitability of the property for Tenant's intended use.

8. Illegal, Unlawful or Improper Use: The Tenant shall make no illegal, improper, immoral or unlawful use of the property nor will the Tenant allow the use of the property for any purpose other than that herein above set forth. Failure of the Tenant to comply with this provision shall be considered a material default under this Lease Agreement and subject same to immediate termination.

9. Indemnification and Insurance: The Tenant agrees that it will indemnify and hold harmless the Landlord from any and all liability, claims, damages, expenses (including attorneys' fees), proceedings and causes of action of every kind and nature, arising out of or connected with its use, occupation, management or control of the facilities or any improvements thereon or any furniture, furnishings, equipment and fixtures utilized in connection therewith. The Tenant agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the Landlord in connection with Tenant's use of said facilities and that Tenant will satisfy, pay, and discharge any and all judgments that may be entered against the Landlord in any such action or proceeding.

Currently, the Tenant shall reimburse the Landlord for the cost of insurance on the property. Therefore, Tenant shall pay the Landlord annually, on August 1, with the rental payment as outlined in Paragraph 2 the amount equal to the actual insurance payment the Landlord currently pays on the Property. Tenant shall pay the amount annually including any increases in premium for the property.

Tenant shall have the option to provide and maintain insurance on the Property without cost or expense to the Landlord upon the decision of Tenant and Landlord that Tenant will assume responsibility for future insurance. In the event Tenant elects to provide insurance for the Property:

The Tenant further agrees to provide and maintain at all times during the term of this Agreement, without cost or expense to the Landlord, policies of insurance generally known as general liability insurance policies insuring the Tenant against any and all claims, demands, and causes of action whatsoever for injuries received and damage to property in connection with the use, occupation, management or control of the facilities and any improvements, thereon. Said policies of insurance shall insure the Tenant in the amount of not less than \$1,000,000.00 to cover any and all claims arising in connection with any particular accident or occurrence, and fire damage insurance in the amount of \$50,000.00. The Landlord shall be listed as an additional insured on the policy. The Landlord shall be entitled to thirty (30) days prior notice of any changes or cancellation in said policies. In the event of cancellation of said insurance policies, Tenant shall within ten (10) days procure replacement insurance in an amount and form acceptable to the Landlord or this agreement shall be null and void. The Tenant shall notify the Landlord immediately in writing of any potentially hazardous condition existing on or about the facilities.

All personal property housed or placed at the property shall be at the risk of the Tenant and the Landlord shall not be liable for any loss or damage to the Tenant's personal property located thereon for any cause whatsoever. Tenant agrees and understands that the Landlord does not and shall not carry liability, theft or fire insurance on the property to cover the Tenant's interest.

A certificate of such insurance policies shall be filed with the Brevard County Facilities Department within ten (10) days of the date of execution of this Agreement.

The Landlord retains responsibility for the area described as "veterans cemetery and the indigent cemetery more particularly described in Attachment "A," to include all rights, duties and obligations as owners of this property.

The parties acknowledge that valuable consideration has been given for the provisions of this indemnity clause.

10. Encumbrances and Liens: Tenant shall not encumber and/or lien the property in any form or fashion whatsoever, with the exception of materialman liens or construction liens directly related to the construction and renovation of the facility. Tenant shall pay all debt associated with these liens in accordance with all laws within the state of Florida. Any lien encumbering the property shall have a release promptly filed within the public records of Brevard County upon satisfaction. Tenant shall pay, when due, all claims for labor and material furnished to the property when contracted for by Tenant. Tenant shall give Landlord at least twenty (20) days prior written notice of the commencement of any work on the property, regardless of whether Landlord's consent to such work is required.

11. Right of Entry by Landlord: The Landlord or its agent may, at reasonable times, enter in and on the property for the purpose of inspecting such property or performing other duties as required by the terms of this Lease Agreement and the rules and regulations, ordinances or laws of the appropriate governmental agencies.

12. Compliance with Statutes: The Tenant shall promptly comply with all statutes, ordinances, rules, regulations and requirements of all local, state and federal governmental bodies applicable to the property, including the Americans with Disabilities Act.

13. Covenants Against Assignments and Subletting: The Tenant, its successors or assigns will not assign or sublet any of the leased property nor allow the same to be assigned by operation of law or otherwise, without the express written consent of the Landlord.

14. 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 for a period of one hundred-eighty (180) days, this Agreement shall at the option of the Landlord, become null and void one hundred-eighty (180) days after written notice to the Tenant.

Time is of the essence in the performance of all covenants and conditions. Tenant shall be in material default under this lease (a) if Tenant abandons the property or if Tenant's vacation of the property results in the cancellation of any insurance described herein; (b) if Tenant fails to pay rent or any other charge when due; or (c) if Tenant fails to perform any of Tenant's material non-monetary obligations under this lease for a period of one hundred-eighty (180) days after written notice from Landlord. Provided that if more than one hundred-eighty (180) are required to complete such performance, Tenant shall not be in default if Tenant commences such performance within the one hundred-eighty (180) day period and thereafter diligently pursues its completion.

15. Termination for Cause: This lease may be terminated by the Landlord for the following reasons:

(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 Landlord shall deliver to the Tenant a written notice setting forth the violations the Landlord alleges to exist. The Tenant shall have a sixty (60) day period from the date of receipt of this notice to correct the alleged violation. Only after this opportunity is given to the Tenant and the Tenant does not correct the violation can the Landlord send the notice of termination for cause under this particular provision.

(b) For cause stated in writing, in compliance with paragraph 25 of this Lease, by the County Manager of Brevard County or designee, this Lease may be terminated upon thirty

(30) day notice from the Landlord to the Tenant. Cause shall include, but not be limited to, any material breach of this Lease, 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) If terminated by Landlord for cause or through County initiated eminent domain proceedings, the Landlord shall be obligated to pay the Tenant only an amount equal to the fair market value of any fixed improvements provided by the Tenant to the leased premises. Fair market value of any fixed improvements shall be determined by using the standard depreciation method allowed by the Internal Revenue Service. Said payment shall be due and payable at the end of the six (6) month notice period, unless mutually agreed by the parties.

(d) On the occurrence of any material default by Tenant and failure of Tenant to remedy the breach in accordance with paragraph 14 of this Lease, Landlord may, at any time thereafter, after written notice, without limiting Landlord in the exercise of any right or remedy which Landlord may have: (a) 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 Landlord; (b) maintain Tenant's right to possession, in which case, this lease shall continue in effect whether or not Tenant has abandoned the property; or (c) pursue any other remedy now or hereafter available to Landlord under the laws of the State of Florida.

16. Termination for Convenience: The Tenant may terminate this Lease Agreement upon no less than one hundred twenty (120) days prior notice, without cause. Said notice shall be delivered in accordance with paragraph 25 of this Lease.

17. Environmental Contamination: As of the date of Landlord's conveyance of the Property to Tenant, Landlord warrants and represents to Tenant:

Landlord has not placed, or permitted to be placed, any Hazardous Materials on the Property, and to the best of Landlord's knowledge, no other person or entity has placed, or permitted to be placed, any Hazardous Materials on the Property.

To the best of Landlord's knowledge, there does not exist on the Property any condition or circumstance which requires or may, in the future, require cleanup, removal or other remedial action or other response under Environmental Laws on the part of Tenant.

Landlord, and to the best of Landlord's knowledge, any other person or entity that has owned, occupied or possessed the Property, has never violated, and is presently in compliance with, all Environmental Laws applicable to the Property.

Should Hazardous Materials or other environmental contamination be discovered on the Property that was placed on the Property before the beginning of the term of this Lease, Landlord shall be responsible for environmental clean-up. Should Tenant place or cause to be placed any Hazardous Materials or other environmental contamination on the Property after the term of the lease begins, it shall be the sole responsibility to ensure the property is property cleaned and in compliance with all applicable environmental laws. Terms and conditions of any environmental clean-up will be at the sole discretion of Landlord.

18. Abandonment: 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 Landlord, 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

Landlord's right of reentry is exercised following abandonment of the Premises by the Tenant the Landlord may consider any property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

19. 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 Building or grounds shall be taken by any such authority under the power of eminent domain so that Devereux cannot continue to operate its business in the Leased Premises, then the term of this Lease shall cease as of the day possession.

20. Accounting and Auditing Procedures: In the performance of this Agreement, Devereux 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 Landlord and shall be retained by Devereux 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.

21. Force Majeure: In the event that the Landlord or Tenant will be unable to fulfill, or shall be delayed or prevented from the fulfillment of any obligation in this Lease by reason of municipal delays in providing necessary approvals or permits, the other party's delay in providing approvals as required in this Lease, strikes, third party lockouts, fire, flood, earthquake, lightning, storm, acts of God or our Country's enemies, riots, insurrections or other reasons of like nature beyond the reasonable control of the party delayed or prevented from fulfilling any obligation in this Lease (excepting any delay or prevention from such fulfillment caused by lack of funds or other financial reasons) and provides that such party uses all reasonable diligence to overcome such unavoidable delay, then the time period of performance of such an obligation will be extended for a period equivalent to the duration of such unavoidable delay.

22. 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, sub-leasing, transferring, occupancy, tenure or use of the property or any portion thereof.

23. Attorneys' Fees: Tenant agrees to pay reasonable attorneys' fees, court costs and any other costs of eviction or collection in which the Landlord is successful.

24. Surrender: Upon the last day of the lease term, the Tenant shall peaceably and quietly leave the property in good order and repair.

25. Notice: Notice under this Lease Agreement shall be given to the Landlord at:

Brevard County Housing and Human Services Department
2725 Judge Fran Jamieson Way
Viera, FL 32940

and to the

County Attorney
2725 Judge Fran Jamieson Way
Viera, Florida 32940

Notice to the Tenant shall be provided to:

The Devereux Foundation
5850 T. G. Lee Blvd, Suite 400
Orlando, FL 32822.

Notice shall be delivered by certified mail or hand delivered to the addresses stated in this paragraph. Each party shall promptly notify the other in writing if there is a change in address.

26. 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.

27. 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.

28. Governing Laws: This Agreement shall be construed and interpreted under the laws of the State of Florida.

29. Venue: Venue for any action brought pursuant to this Agreement shall be in Brevard County, Florida.

30. 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 Landlord. The failure of Landlord to insist upon the strict performance of this Agreement, or the failure of Landlord to exercise any right, option or remedy herein contained shall not be construed as a waiver of any other right, option or remedy Landlord may have under this Agreement or as a waiver of a subsequent breach thereof.

31. 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 each party or an authorized representative of each party.

32. Entire Agreement: This Agreement, including the Exhibits, Riders, and/or Addenda, if any, attached hereto, sets forth the entire Agreement between the parties. This Agreement shall not be modified except by a writing subscribed to by all parties.

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

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Mary Bolin Lewis, Chairman

As approved by the Board on 8-19-14

THE DEVEREUX FOUNDATION

Robert C. Dunne

Date

David A. Griffith

Date

Reviewed for legal form and content:



Becky Behl-Hill, Assistant County Attorney

ATTACHMENT "A"



The Property, formerly known as Country Acres is contained within the red dotted line. The area "hash marked" are the "Veteran's cemetery" and the "Indigent cemetery."

RESOLUTION No. 2014-130

A RESOLUTION PURSUANT TO SECTION 125.38, FLORIDA STATUTES, AND PART II, CHAPTER 2, ARTICLE VIII, SECTION 2-247: NON-COMPETITIVE LEASE OR SALE OF COUNTY PROPERTY, OF THE BREVARD COUNTY CODE OF ORDINANCES, AUTHORIZING THE LEASING OF REAL PROPERTY KNOWN AS COUNTRY ACRES CHILDREN'S HOME TO DEVEREUX FLORIDA; PROVIDING FOR CONDITIONS OF LEASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Brevard County, Florida ("COUNTY") owns certain real property known as Country Acres Children's Home located at 1135 and 1141 Day Street, 1800 and 1850 South De Leon Avenue, Titusville, 32780 (Parcel ID: 22-35-09-00-00750); and,

WHEREAS, Devereux Florida ("DEVEREUX"), whose address is 5850 T.G. Lee Blvd., Suite 400, Orlando, FL 32822, and the Brevard County Board of County Commissioners have determined a public need to provide at a minimum residential services to children at the Country Acres location more particularly depicted in Exhibit "A"; and,

WHEREAS, DEVEREUX's purpose is to help individuals with emotional, behavioral, and intellectual/developmental disabilities transition from troubled lives to lives filled with personal accomplishment and hope; and,

WHEREAS, DEVEREUX has a history of providing high quality programs, services, and resources in safe and supportive environments that enrich and empower individuals and communities, through local services such as their Viera Campus (children's specialty hospital), Community Residential Group Homes, Intellectual/Developmental Disabilities Group Homes, Foster Care, Family Care, Counseling Services, Child Welfare, and Case Management; and,

WHEREAS, the COUNTY desires to partner with DEVEREUX to continue to offer support for the foster care system in Brevard County.

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

1. The COUNTY has determined that the real property described in Exhibit "A" is not needed for County purposes.
2. The County has determined that the lease of the property to DEVEREUX for the purpose of providing at a minimum children's residential services serves a public purpose.
3. The COUNTY shall lease to DEVEREUX the real property depicted in Exhibit "A" for a term of 10 years, with an option to renew for an additional 10 years.
4. The consideration for such lease shall be one dollar (\$1.00) per year.
5. This resolution shall take effect on August 19, 2014.

6. In the event the real property depicted in Exhibit "A" is not used or ceases to be used for the stated purpose the lease shall immediately cease and the COUNTY shall thereafter have the right to re-enter and repossess the property.

DONE AND ORDERED in Regular Session this 19th day of August 2014.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA



Mary Bolin Lewis, Chair

As approved by the board on 8/19/14

Exhibit A



Sec. 2-247. Non-competitive lease or sale of county property.

Notwithstanding sections 2-242 through 2-246, if the prospective lessee or purchaser of county-owned real property is the United States or any department or agency of the United States; the state or any political subdivision or agency of the state or political subdivision; or any municipality of the state; or any nonprofit corporation; or a corporation or other legal entity performing a function or service that promotes the public health, safety or welfare and could be provided by federal, state or local government then:

- (1) The prospective lessee/purchaser may apply to the board of county commissioners for a lease or purchase of the real property belonging to the county.
- (2) The proposed lease or purchase must be brought up as a regular agenda item at a duly noticed regular public meeting of the county commission at which members of the public are afforded the opportunity to comment on the proposed sale or lease. A copy of this article shall be made available for review by any member of the public at the location where members of the public sign up to speak on the item. If, upon a supermajority vote, the board of county commissioners is satisfied that the proposed use of the property will serve the public interest; will serve a public purpose; is in the best interest of the county; and make a finding that the property is either likely to be not needed for county purposes in the future or will be used in a manner compatible with county purposes, the board of county commissioners may, in its sole discretion, authorize the sale or entry into a lease for rent, whether nominal or otherwise, as the board of county commissioners may fix, regardless of the actual value of the lease.
- (2) The board of county commissioners shall authorize the lease or sale by adopting a resolution setting forth the following:
 - a. The facts of the application;
 - b. The purpose for which the property is to be used;
 - c. The rent and term of the lease or the purchase price and terms; and
 - d. A provision to be incorporated into the lease or deed which states that in the event the property is not used or ceases to be used for the stated purpose, the lease term shall immediately cease, or in the case of a purchase, the property shall revert to the county which shall thereafter have the right to re-enter and repossess the property.

(Ord. No. 2005-45, § 7, 9-13-05)

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM



SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor:	
2. Fund/Account #:	Division Name: Housing/Human Services
4. Contract Description: Resolution (Part II, Chapter 2, Article VIII, Section 2-247) & Lease to Devereux	
5. Contract Monitor: Ian Golden	6. Mail Stop #: 82
7. Dept./Office Director: Ian Golden, Director – Housing/Human Serv	8. Contract Type:
ACTION DATE: Need a.s.a.p. Goes to the Board on 8/19/14. Due to CM by 8/5/14. Time sensitive ☺	ACTION REQUIREMENT: Review by C. Attorney & Risk Offices

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<u>7/30/14</u>
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<u>7/31/14</u>

If any office denies approval, the package will be returned immediately to the User Agency.

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM


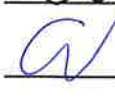
SECTION I

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SECTION II

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<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>		7/30/14
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>		7/4/14
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If any office denies approval, the package will be returned immediately to the User Agency.