



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Community Services Group

J.1.

5/18/2021

Subject:

Approval, Re: Resolutions and Leases at the Gibson Complex and Field (District 1)

Fiscal Impact:

Approval of this action will result in revenue in the amount of \$44,256 per year to the North Area Parks Operations budget.

Dept/Office:

Parks and Recreation

Requested Action:

It is requested the Board of County Commissioners approve and authorize the Chair execute Resolutions and Leases with The Christian Life Center of Titusville, Inc., Titusville Area Model Railroad Club, Inc., Progressive Action Society, Incorporated, and Shining Stars Learning Academy, Inc. for utilization of the Gibson Complex and a Management Services Contract with The Christian Life of Titusville, Inc. for operation of the gymnasium at the Gibson Complex.

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

Summary Explanation and Background:

The Gibson Complex was initially constructed in the 1950s by the Brevard County School Board for public school usage. Upon closure of the school in the late 1960s, the facility was leased to Brevard County and subsequently deeded to the County in 1978.

Historically, the Gibson Complex has provided a variety of diverse programming to the community within the South Street Neighborhood Strategy Area in the City of Titusville. The Gibson Complex lessees provide recreational opportunities including summer activities for youth, formal school age educational services, and day care services. These services and opportunities are considered high priorities within the City of Titusville Community Development Block Grant Strategy Area.

On March 19, 2021 the Parks and Recreation Department published a Press Release seeking organizations to provide family orientated leisure activities utilizing Building K at the Gibson Complex. One proposal was received from the Titusville Area Model Railroad Club, Inc. The Titusville Area Model Railroad Club, Inc. provides family orientated leisure activities by developing model train hobbies for both youth and adults. The Titusville Area Model Railroad Club's proposal includes a rent structure of \$100 per month plus applicable taxes for the utilization of four rooms in Building K. If approved, the contract will be in effect for two years with the option to renew for an additional two years and a subsequent one-year renewal. The Titusville Area

Model Railroad Club, Inc. has previously partnered with the Parks and Recreation Department for approximately 17 years.

On March 19, 2021 the Parks and Recreation Department published a Press Release seeking organizations to provide a wide range of family orientated community services and functions utilizing Building H and the cafeteria in Building I at the Gibson Complex. One proposal was received from The Progressive Action Society, Inc. The Progressive Action Society, Inc. assists youth by providing scholarships for summer camps, hosting community functions, special events and programs. The Progressive Action Society, Inc. proposes a rent structure of \$300 per month plus applicable taxes. If approved, the contract will be in effect for two years with the option to renew for an additional two years and a subsequent one-year renewal. The Progressive Action Society, Inc. has previously partnered with Parks and Recreation since the early 1970s and played an instrumental role in the redevelopment of the Gibson Complex for community use.

A Request for Proposals was published on March 25, 2021 inviting interested parties to submit proposals for two separate leases of buildings at the Gibson Complex. Option 1 was for the lease of Buildings D, F, 850 square feet of Building G and the kitchen in Building I. Option 2 was for the lease of Buildings A, B (gymnasium), E and the cafeteria in Building I. In addition, the successful lessee of Option 2 had the opportunity to negotiate a Management Services Contract for the operation of the gymnasium with the intent the gymnasium will continue to be open to the public for use after school, in the evenings, and on the weekends.

One proposal for Option 1 was received by Purchasing Services. On May 6, 2021 a Selection Committee consisting of Directors, Mary Ellen Donner, Ian Golden and Steven Darling reviewed the Option 1 proposal submitted by The Shining Stars Learning Academy, Inc.

The Shining Stars Learning Academy, Inc. will provide a much-needed low cost day care for working parents in the community. Shining Stars Learning Academy, Inc. will utilize Buildings D, F, 850 Sq. Ft. of Building G, and the kitchen in building I. Rent is established at \$3,088 per month plus applicable taxes. If approved, the contract will be in effect for two years with the option to renew for an additional two years and a subsequent one-year renewal. The Shining Stars Learning Academy, Inc. has previously partnered with Parks and Recreation for 8 years.

One proposal for Option 2 was received by Purchasing Services. On April 26, 2021 a Selection Committee consisting of Directors, Mary Ellen Donner, Ian Golden and Steven Darling reviewed the Option 2 proposal submitted by The Christian Life Center of Titusville, Inc.

The Christian Life Center of Titusville, Inc. provides a wide range of fitness, educational, and community activities to expand opportunities in recreation, education, arts, and cultural activities. The Christian Life Center of Titusville, Inc. will utilize Buildings A, B (gymnasium), E and the cafeteria in Building I. The gymnasium and cafeteria are shared with other tenants. Rent is established at \$2,700 per month plus applicable taxes. If approved, the contract will be in effect for two years with the option to renew for an additional two years and a subsequent one-year renewal.

On May 5, 2021 a Negotiation Committee consisting of Directors, Mary Ellen Donner and Ian Golden successfully negotiated a Lease and Management Services Contract with The Christian Life Center of Titusville,

Inc. It is requested that The Christian Life Center of Titusville, Inc. be permitted non-exclusive use of the gymnasium, Building B, for managing, staffing, and creating a wide range of fitness and educational programs and community activities for all ages for the benefit of the community. The County shall compensate The Christian Life Center of Titusville, Inc. in the amount of \$2,500 per month for these services. If approved, the contract will be in effect for two years with the option to renew for an additional two years and a subsequent one-year renewal. The Christian Life Center of Titusville, Inc. has previously partnered with Parks and Recreation for more than 5 years.

Contract documents have all been reviewed and approved by both the County Attorney's Office and Risk Management.

Clerk to the Board Instructions:

Please call Melissa at 321-350-9125 when the documents are ready for pick up.



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

May 19, 2021

MEMORANDUM

TO: Mary Ellen Donner, Parks and Recreation Director

RE: Item J.1., Approval of Resolutions and Leases at the Gibson Complex and Field

The Board of County Commissioners, in regular session on May 18, 2021, adopted Resolutions Nos. 21-073, 21-074, and 21-075, authorizing the lease of real property to Titusville Model Railroad Club, Inc., Progressive Action Society, Inc. and Shining Stars Learning Academy, Inc.; approved and authorized the Chair to execute the leases to utilize the Gibson Complex; approved a Management Services Contract with the Christian Life of Titusville, Inc. for operation of the gymnasium at the Gibson Complex; and authorized you to execute renewals and amendments upon County Attorney and Risk Management Approval. Enclosed are the fully executed Resolutions, Leases, and Contract

Upon execution by all parties, please return the fully-executed Leases and Contract to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

A handwritten signature in cursive script, reading "Kimberly Powell", is written over a horizontal line.

Kimberly Powell, Clerk to the Board

Encls. (8)

cc: Risk Management
County Attorney
Finance
Budget



Brevard County
Parks and Recreation Department



Management Services Contract

The Christian Life Center of Titusville, Inc.

The Gymnasium at Gibson Complex and Field
835 Sycamore Street,
Titusville, Florida 32780

Effective May 18, 2021

**Compensation Payments are established at:
\$2,500.00 per month**

Table of Contents

Section 1. Term.....	4
Section 2. Compensation.....	5
Section 3. Use of Gymnasium.....	5
Section 4. Administration.	6
Section 5. Alterations, Changes and Additions.	6
Section 6. Americans with Disabilities Act Compliance.....	6
Section 7. Attorney's Fees.	6
Section 8. Background Investigation Check.....	6
Section 9. Business Interruption.....	7
Section 10. Construction of Contract.....	7
Section 11. Copyright.....	8
Section 12. Covenants against Assignment.....	8
Section 13. Dissolution.....	8
Section 14. Emergencies.	8
Section 15. Entire Contract.	9
Section 16. E-Verify.	9
Section 17. Fees and Charges.....	9
Section 18. Florida Public Records Law.....	10
Section 19. Force Majeure.....	10
Section 20. Governing Law.	11
Section 21. Illegal, Unlawful, or Improper Use.	11
Section 22. Indemnification and Insurance.	11
Section 23. Independent Contractor.....	13

Section 24. Licenses, Permits, and Taxes.	13
Section 25. Modification.	13
Section 26. Music Performance.	13
Section 27. No Waiver of Covenants or Conditions.	13
Section 28. Notice.	14
Section 29. Obligations of the Contractor.	14
Section 30. Obligations of the County.	15
Section 31. Partial Destruction of Premises.	16
Section 32. Public Entity Crimes.	17
Section 33. Representation by the Contractor.	17
Section 34. Reverter and Right of Re-Entry and Repossession.	17
Section 35. Right of Entry by County.	17
Section 36. Right to Audit Records.	17
Section 37. Severability.	18
Section 38. Statutes, Laws, Rules and Regulations.	18
Section 39. Successors in Interest.	18
Section 40. Surrender of Premises.	18
Section 41. Termination for Convenience.	19
Section 42. Unauthorized Alien Workers.	19
Section 43. Venue.	19
Signature Page.	20
Exhibit "A"	21
Exhibit "B"	22



Management Services Contract



This Contract, made by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **The Christian Life Center of Titusville, Inc.**, a Florida not for profit corporation, hereinafter referred to as "Contractor".

W i t n e s s e t h

Whereas, the County owns Property and public park commonly known as **Gibson Complex and Field** located at 835 Sycamore Street, Titusville, Florida 32780; and

Whereas, certain buildings, structures, grounds, equipment and facilities, hereinafter referred to as "Gymnasium", are located within the Park, and further described in Exhibit "A" attached hereto and made a part hereof by this reference; and

Whereas, the Contractor desires to manage and operate the gymnasium to provide scheduled activities, classes, training, sporting events and other programs as hereinafter set forth; and

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

Whereas, the Contractor has an interest in providing community services to the citizens of the County, is well situated to do so, and has previously contracted with the County to provide such services; and

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

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

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

Section 1. Term.

This Contract shall be effective from May 18, 2021 for a period of two years. It is hereby mutually agreed and understood that the Contractor may request renewal of this Contract for an

additional two-year term and a subsequent one-year term by submitting written request of intent to renew at least ninety days prior to the date of termination of the current term. Payments may be renegotiated on a yearly basis. The Contractor agrees it shall not be entitled to the renewal and agrees it shall not be entitled to any monies or damages should the Parks & Recreation Department Director (hereinafter referred to as "Director") decide not to renew this Contract.

Section 2. Compensation.

The County shall make monthly payments payable to the Contractor in the amount of two thousand five hundred dollars. The Contractor shall submit a monthly invoice on or before the first business day of each month. Upon receipt of said invoice the County shall begin processing payment and payment shall be timely remitted to Contractor.

Section 3. Use of Gymnasium.

The County hereby agrees to permit the Contractor non-exclusive use of the Gymnasium for the purpose of managing, staffing and creating of a wide range of fitness and educational programs and community activities for all ages to expand opportunities for recreation, education, arts, cultural activities, large quarterly events benefitting the community, mentoring, sporting events, STEM educational programs and senior programs to benefit the citizens and general public of Brevard County. Activities must be open to the public without regard to race, color, religious creed, national origin, ancestry, age, gender, marital status, or disability.

The County has granted priority, through agreements, to other organizations for use of the Gymnasium Monday – Friday from 10:00 a.m. to 2:00 p.m. and on Sundays from 10:00 a.m. to 2:00 p.m. Contractor shall ensure that the Gymnasium is open to the public Monday – Friday from 3:00 p.m. to 7:00 p.m. and on Saturday from 12:00 p.m. to 5:00 p.m. unless the Contractor has prior pre-approved activities or events scheduled.

Approved uses of the Gymnasium shall include basketball, volleyball, indoor soccer, or other uses approved by the Director, or designee. The County reserves the right to disapprove any and all activities held at the Gymnasium, which may be in conflict with the County's or Department's Policies and Administrative Orders.

Use of other parks and/or facilities by the Contractor must have prior approval of the Area Manager and are subject to the fees and charges outlined in the Brevard County Parks and Recreation Department Fee Schedule adopted by the Board of County Commissioner and in effect at the time of requested use.

The County reserves the right to utilize the gymnasium during times when no activities are scheduled by the Contractor. The County will provide notice of its intended use as far in advance as possible. Once the Contractor receives notice of County's intended use of the gymnasium, the Contractor shall not schedule events during the County's intended use time.

Section 4. Administration.

The Contractor, in accepting this Contract, acknowledges and agrees that the County shall have the right and the authority, but not the obligation, to adopt Rules and Regulations regulating Contractor's conduct of its business when operating in County Parks; to set schedules and times for operation and for use of all facilities; to resolve disputes between Contractor, or with County's residents or County property owners; and to take such other or further action as may, in the County sole discretion, be necessary to further or promote the public health, safety and welfare. Any decisions by any member of the County administration as it relates to the above authority may be appealed by the Contractor to the Parks and Recreation Director, or designee, whose decision shall be final.

Section 5. Alterations, Changes and Additions.

Any improvements, structural changes, alterations, or repairs, to the Property by the Contractor, must be requested in writing to the County, and mutually agreed upon by the County and the Contractor, with written permission granted by the Director prior to any actual work. Said request shall state the party responsible for funding such improvements. The plans, specifications, and location for all improvements, structures, landscaping, and facilities made by the Contractor to the Property shall be submitted in writing to and approved by the Director prior to the construction or installation of such improvement, structure, landscaping or facility. It is hereby mutually agreed and understood that any building, structure, or facility located thereon and permanently attached thereto shall become the property of the County. If the Property requires closure for an extended period of time, it shall be requested by the Contractor at least thirty days in advance.

Section 6. Americans with Disabilities Act Compliance.

The County and Contractor shall conform to current requirements of the Americans with Disabilities Act (ADA) in the performance of this Contract, and shall not cause or place on the Property any condition causing the Property to become non-compliant. The parties shall work together to remedy any known violations of the ADA that may occur.

Section 7. Attorney's Fees.

In the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

Section 8. Background Investigation Check.

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

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

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

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

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

- A. Brevard County Clerk of Courts, Brevard Electronic Court Application
- B. Fingerprinting (Florida Department of Law Enforcement and National Federal Bureau of Investigations Criminal check through Volunteer & Employee Criminal History System)
- C. Department of Juvenile Justice check on individuals under the age of 18 when applicable and allowed in lieu of fingerprinting
- D. National Sex Offender Public Website
- E. Reference Checks
- F. Prior employment check
- G. Education/Licensing verification (case-by-case)
- H. Driver's license check (case-by-case)
- I. Drug Testing (case-by-case)

Section 9. Business Interruption.

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

Section 10. Construction of Contract.

The parties hereby acknowledge that they have fully reviewed this Contract and its attachments and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

Section 11. Copyright.

No reports, data, programs or other materials produced, in whole or in part, for the benefit and use of the County, under this Contract shall be subject to copyright by the Contractor in the United States or any other country.

Section 12. Covenants against Assignment.

Contractor shall not assign the Property, any part thereof, or any right or privilege connected therewith, without first obtaining the County's written consent, which consent the County may withhold in its sole discretion. Consent on one occasion by the County shall be construed as a subsequent consent to assignment, or occupation by other persons. The Contractor's unauthorized assignment or license to occupy shall be void, and shall terminate the Contract at the County's option. Contractor's interest in this Contract is not assignable by operation of law, nor is any assignment of its interest herein, without the County's written consent.

Section 13. Dissolution.

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

Section 14. Emergencies.

In the case of a general emergency as declared by the County, the County retains the right to immediately resume occupation, management, and maintenance of the Property, 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. Contractor 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 Property by agencies which support the emergency response and recovery such as the Red Cross, Federal Emergency Management Agency and others. The County and Contractor 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 Property, Contractor's occupancy and any duties or obligations hereunder will be suspended. Any maintenance, damage, restoration, or repair to the Property necessitated during any suspension of Contractor's occupancy under this Contract will be the responsibility of and at the expense of the County. Repairs, rehabilitation, restoration or maintenance, the need for which arises as a result of such emergency suspension of Contractor's occupancy, shall all be diligently completed by the County, at the expense of the County, prior to Contractor reoccupying the Property. As used herein, an "emergency" will be defined as a period of civil unrest or riot, a period during which the military needs the Property

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 Property, is needed for public shelter, distribution of emergency supplies such as food or water, or other related event, or any other circumstance designated by the Brevard County Emergency Operations Center, as an emergency.

Section 15. Entire Contract.

This Contract, together with any Exhibits, constitutes the entire Contract between the County and Contractor and supersedes all prior written or oral understandings. This Contract and any Exhibits may only be amended, supplemented or canceled by a written instrument duly executed by both parties.

Section 16. E-Verify.

- A)** In accordance with Chapter 448.095, Florida Statutes, the Contractor shall register and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract; and
- B)** The Contractor shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract; and
- C)** The Contractor agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program.
- D)** Compliance with the terms of this section is made an express condition of this Contract and the County may treat a failure to comply as a material breach of this Contract.
- E)** A Contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E verify program, the Contractor hires or employs a person who is not eligible for employment.
- F)** Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Section 17. Fees and Charges.

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

Section 18. Florida Public Records Law.

Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Contract must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request and the Contractor shall provide the records to the County or allow the records to be inspected or copied within twenty-four hours (not including weekends or legal holidays) of the request so the County can comply with the requirements of Chapter 119, Florida Statutes, Florida Public Records Law. The Contractor may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If Contractor fails to provide the requested public records to the County within a reasonable time, the Contractor may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties pursuant to Section 119.10, Florida Statutes. Contractor's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination. If Contractor claims certain information is exempt and/or confidential, it must cite to specific statutory provisions or case law in order to justify removal or redaction of said information.

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

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Custodian of public: Misty Adams, Administrative Assistant, 2725 Judge Fran Jamieson Way, B203, Viera, Florida 32940; Email Records Custodian; Phone: (321) 633-2046.

Section 19. Force Majeure.

Neither party shall be responsible for damages or delays in performance caused by acts of God, strikes, lockouts or other events constituting force majeure beyond the reasonable control of the parties. Despite the foregoing, the Contractor shall make payments as otherwise provided herein.

Section 20. Governing Law.

This Contract shall be deemed to have been executed and entered into within the State of Florida and this Contract, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

Section 21. Illegal, Unlawful, or Improper Use.

The Contractor shall make no unlawful, improper, immoral, or offensive use of the Property nor will the Contractor use the Property or allow the use of the Property for any purpose other than that herein above set forth. Failure of the Contractor to comply with this provision shall be considered a material breach of this Contract and shall result in the immediate termination of this Contract by the County, where upon the County shall be entitled to immediately require Contractor to remove the temporary concession vehicle and the County shall be entitled to re-enter and retake possession of the Property.

Section 22. Indemnification and Insurance.

A) The Contractor agrees that it will indemnify and hold harmless the County from any and all liability, claims, damages, expenses (including attorney's fees and costs), proceedings and causes of action of every kind and nature, arising out of or connected with the Contractor or Contractor's employees, contractors, subcontractors, agents, representatives or volunteer's use, occupation, management or control of the Property or any improvements thereon or any furniture, furnishings, equipment and fixtures utilized in connection therewith. The Contractor agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the arising from the Contractor's activities and that it will satisfy, pay, and discharge any and all judgments that may be entered against the County in any such action or proceeding. It is agreed by the parties hereto that specific consideration has been paid under this Contract for this indemnification and hold harmless provision.

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

C) The Contractor shall ensure that each participant, employee, volunteer and other persons utilizing the Contractor's services and programs executes the Brevard County Parks Recreation Department Risk Acknowledgement Indemnification and Hold Harmless form (hereinafter "Participant Covid-19 Form") for each adult or minor participant, respectively. A copy of the Participant Covid-19 Form for both adult and minor participants is attached hereto and incorporated by reference into this Contract as Exhibit "B". The Contractor shall maintain all

Participant Covid-19 Forms pursuant to the requirements of Section 18 and Section 36 of this Contract. Failure to comply with any requirements of this section may result in the termination of this Contract pursuant to Section 41 hereinbelow.

D) The Contractor agrees to provide and maintain at all times during the term of this Contract, without cost or expense to the County, policies of insurance generally known as comprehensive general liability policies insuring the Contractor against any and all claims, demands, and causes of action whatsoever for injuries received and damage to property and any improvements thereon by the Contractor. Such policies of insurance shall insure the Contractor in the amount of not less than:

1. **Comprehensive General Liability** in the amount of **One Million Dollars per occurrence** to cover any and all claims and costs arising in connection with any and all liability claims arising in connection with any particular accident or occurrence.
2. **Fire Damage Liability coverage in the amount of One Hundred Thousand Dollars.**
3. **Sexual Abuse and Molestation Insurance** in the amount of **One Million Dollars.**
4. The Contractor shall maintain Workers' Compensation Insurance in accordance with Florida Statute.

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

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

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

H) Contractor shall retain title to all personal property purchased by the Contractor and placed at the gymnasium, unless otherwise agreed to by the parties. The Contractor will obtain approval from the Area Manager prior to placing any personal property or equipment at the gymnasium. All personal property belonging to the Contractor will be marked in a manner consistent with the character of the property.

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

Section 23. Independent Contractor.

The Contractor shall perform the terms and conditions of this Contract as an independent contractor, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall, in any way, be construed to constitute the contractor or any of its agents or employees as the representative agents or employees of the County.

Section 24. Licenses, Permits, and Taxes.

Contractor agrees to secure and maintain all licenses and permits required to operate and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, in connection with the business or operation conducted under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules. Any such licenses and permits shall be maintained and posted if required, at appropriate places at the Property within thirty days of the execution of this Contract.

Section 25. Modification.

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

Section 26. Music Performance.

The Contractor shall not use, play or perform copyrighted music without appropriate licensing or other permission. The Contractor shall be solely responsible for obtaining appropriate licensing or permission to use, play or perform copyrighted music. The use or performance of copyrighted music without appropriate licensing or other permission shall constitute a breach of this Contract. The Contractor agrees to indemnify and hold harmless the County, its officers, agents and employees against any and all claims, damages, losses and liabilities for unauthorized use or performance of copyrighted music.

Section 27. No Waiver of Covenants or Conditions.

The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained shall not be construed as a waiver of such covenant, condition, or option in any other instance. This Contract cannot be changed or terminated orally.

Section 28. Notice.

Notice under this Contract shall be given to the County by mailing written notice postage prepaid, to the Brevard County Parks and Recreation Department, North Area Parks Operations, 475 North Williams Avenue, Titusville, Florida 32796; and notice shall be given to the Contractor by mailing written notice, postage prepaid, The Christian Life Center of Titusville, Inc., Arthur C. Blatch III, President, 1148 Groves Drive, Rockledge, Florida 32955.

Section 29. Obligations of the Contractor.

- A)** Contractor shall submit a proposed calendar of programs and all schedules of planned activities to the County within ten days after execution of Contract.
- B)** Contractor shall provide and administer adequate personnel to supervise all activities sponsored or sanctioned by the Contractor, which will take place at the gymnasium, in accordance with staff to child ratio standards.
- C)** Contractor shall be solely responsible for the proper safety, supervision, training and equipping of all participants.
- D)** Contractor shall provide all employees, contractors, subcontractors, agents, representatives and volunteers and other persons providing services at the gymnasium a uniform (t-shirt) to be worn at all times.
- E)** Contractor shall provide Area Manager a list of Contractor's officers, designated liaison, coaches, assistant coaches, referees and all volunteers working for twenty or more hours within a calendar year, whether for compensation or as a volunteer upon execution of this Contract.
- F)** Contractor shall provide any changes in the officers and/or liaison during the year shall be provided to the Area Manager within ten days of the change.
- G)** Issuance of keys may be authorized by the Director to provide access to the Property. If a key is lost by the Contractor, the Contractor shall be responsible for all costs associated with the replacement of the key and lock system as necessary. The Contractor shall be responsible for all repairs and/or replacement of equipment and materials needed due to the loss of a key. These costs include but are not limited to personnel, materials, and equipment.
- H)** Contractor shall immediately report to the County any accident or incident requiring emergency response.
- I)** Any improvements or repairs, to the gymnasium by the Contractor must be requested in writing to the County, and mutually agreed upon by the County and the Contractor, with written permission granted by the Director prior to any actual work. Said request shall state the party responsible for funding such improvements. The plans, specifications, and location for all improvements, structures, landscaping, and facilities made by the Contractor to the gymnasium

shall be submitted in writing to and approved by the Director prior to the construction or installation of such improvement, structure, landscaping or facility. It is hereby mutually agreed and understood that any building, structure, or facility located thereon and permanently attached thereto shall become the property of the fee simple title holder.

J) Contractor shall keep the gymnasium clean and free of litter, rubbish, or any obstacles that are generated by the Contractor and shall notify County of maintenance, safety, and/or repair concerns or problems. The Contractor is responsible for any damage to the gymnasium, or any improvements, furnishings, equipment and fixtures utilized in connection therewith arising out of or connected with the Contractor's use, occupation, management or control of the gymnasium. The County shall provide repairs and maintenance of the gymnasium. The County shall invoice Contractor for repair costs resulting from Contractor's use of gymnasium. Payment of said invoice shall be due within five days of mailing of said invoice. The County and the Contractor further agree to maintain the gymnasium in good condition during the period of their respective use.

K) Membership must be open to the public without regard to race, color, religious creed, national origin, ancestry, age, gender, marital status, or disability.

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

M) Contractor may request any person violating any applicable law, rule or regulation to leave the Property. If a patron remains in the Property after such request the Contractor shall immediately notify local law enforcement.

N) Contractor shall immediately report any accident or incident requiring response to the County.

O) Contractor shall cooperate fully with County officials in all matters relating to the Property.

Section 30. Obligations of the County.

A) County shall provide the Contractor with non-exclusive use of the gymnasium.

B) County shall maintain the gymnasium's exterior in good condition. Maintenance and repair of the exterior structure includes:

1. rodent and termite control
2. exterior painting and sealing
3. irrigation system maintenance for the lawn

4. mow, edge and fertilize the lawns; weed and mulch landscapes; trim hedges, shrubs, and small trees; and remove dead, damaged or unwanted trees
5. keeping the parking area, sidewalks and area adjacent to the Property in a clean, neat, and sanitary manner, and free of debris
6. maintenance and repair of the sidewalks
7. maintenance and repair of the parking lot including parking signs, parking lot light poles and light bulbs, outside seating and the flagpole

C) County shall be responsible for the provision of maintenance, repair, and bear the cost of such, for the electrical distribution system from the load side of the meter can to all outlets. The County shall be responsible for the replacement of exterior light bulbs and all ballasts.

D) County shall be responsible for all inspections, maintenance and repair of the fire alarm and fire sprinkler system.

E) County shall be responsible for normal preventative maintenance of the electrical system from the meter including the power distribution and lighting systems.

F) County shall be responsible for the plumbing system from the meter to the building and all interior fixtures and piping.

G) County shall be responsible for the HVAC system.

H) Preventative maintenance encompasses regular examination, inspection, lubrication, testing and adjustments of equipment to ensure their proper functionality and to reduce their rate of deterioration.

I) County shall pay reasonable costs of all public utility charges. Said charges shall include telephone, electric, gas, water, sanitary sewer, and garbage collection which is provided to the Facility by the County, City or any other public agency or public utility.

J) Except as otherwise provided in the Contract, and except due to damage caused by Contractor, its invitees, employees, or other persons associated with Contractor, all roofing, roof drains, sewers, wastewater/sewer lines, structural outside walls, foundations, and structural portions of the Property shall be maintained, replaced and repaired by the County at its expense.

Section 31. Partial Destruction of Premises.

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

such repairs can be made in conformity with local, state, and federal laws and regulations, within ninety days of the partial destruction. If the repairs cannot be so made in ninety days and the County does not elect to make them within a reasonable time, either party hereto has the option to terminate this Contract. If the Property is more than one-third destroyed, County or Contractor may at its option terminate this Contract, giving ninety-day notice to the other party.

Section 32. Public Entity Crimes.

A person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six months from the date of being placed on the convicted Contractor list.

Section 33. Representation by the Contractor.

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

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

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

Section 35. Right of Entry by County.

The County or its agents may at any time enter onto the Property for the purpose of inspection of same or for performing such other duties as are required by the terms of this Contract, or the rules, regulation, ordinances or laws of any governmental body.

Section 36. Right to Audit Records.

In performance of this Contract, the Contractor shall keep books, records, and account of all activities related to this Contract in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with this Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County. The Contractor shall retain all documents, books and records for a period of five years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and Chapter 119, Florida Statutes. All records or documents created by or provided to the Contractor by the County in connection with this Contract are public records subject to Florida

Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Contractor shall ensure the public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract and following termination of the Contract if the Contractor does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Contract, the Contractor may transfer at no cost to the County, all public records in possession of the Contractor. If the Contractor transfers all public records to the County upon termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Section 37. Severability.

If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 38. Statutes, Laws, Rules and Regulations.

The Contractor's use of the Property will be in accordance with applicable laws, rules, regulations, policies and procedures approved by the Department and/or the County. The County reserves the right to disapprove any and all activities held at the Property, which may be in conflict with the Department's and/or the County's Policies and Administrative Orders, and agrees to furnish the Contractor with a copy of such rules, regulations, policies, procedures, and amendments thereto.

It shall be the Contractor's responsibility to be aware of and comply with all laws, statutes, ordinances, fire codes, rules, orders, regulations and requirements of all local, state, and federal agencies as applicable.

Section 39. Successors in Interest.

This Contract and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives, and assigns of the parties.

Section 40. Surrender of Premises.

Contractor shall surrender the Property to the County at the end of the Contract term in generally the same condition as when Contractor 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, Contractor shall remove all business signs or symbols placed on the Property by Contractor and restore the portion of the Property on which they were placed in the same condition as before placement.

Section 41. Termination for Convenience.

Either party may terminate this Contract for their own convenience upon providing sixty day written notice to the other party. In the event of a termination for convenience, the parties agree that the only termination damages payable by either party will be prorated rent due to the County up to the date of termination

Section 42. Unauthorized Alien Workers.

Brevard County will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider the employment by Contractor of unauthorized aliens a violation of Section 274A (e) of the INA and such violation shall be grounds for unilateral cancellation of this Contract by the County

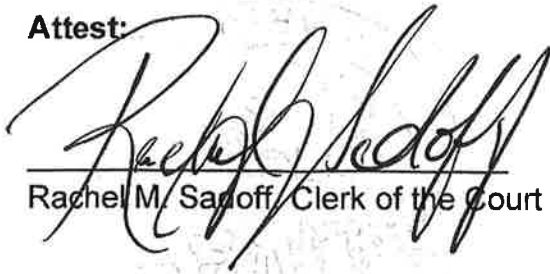
Section 43. Venue.

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

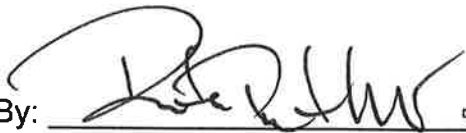
(remainder of page left intentionally blank)

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

Attest:


Rachel M. Sazoff, Clerk of the Court

Board of County Commissioners
of Brevard County, Florida

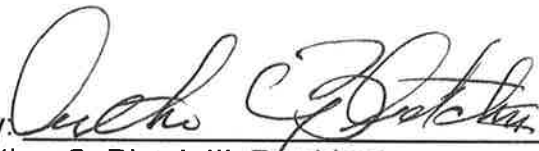
By:  5/27/21
Rita Pritchett, Chair

As Approved by the Board on May 18, 2021

Reviewed for legal form and content:

 5/6/2021
Robin Rogers
Assistant County Attorney

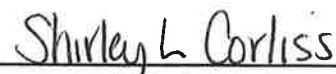
The Christian Life Center of Titusville, Inc.:

By: 
Arthur C. Blatch III, President

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this 26th day of May, 2021 by Arthur C. Blatch III, President of The Christian Life Center of Titusville, Inc. He is personally known to me or has produced personally known as identification.


Notary Public


Typed/Printed Name

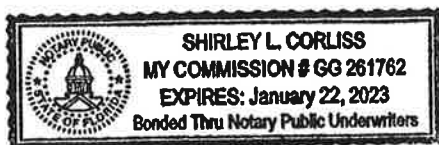


Exhibit "A"

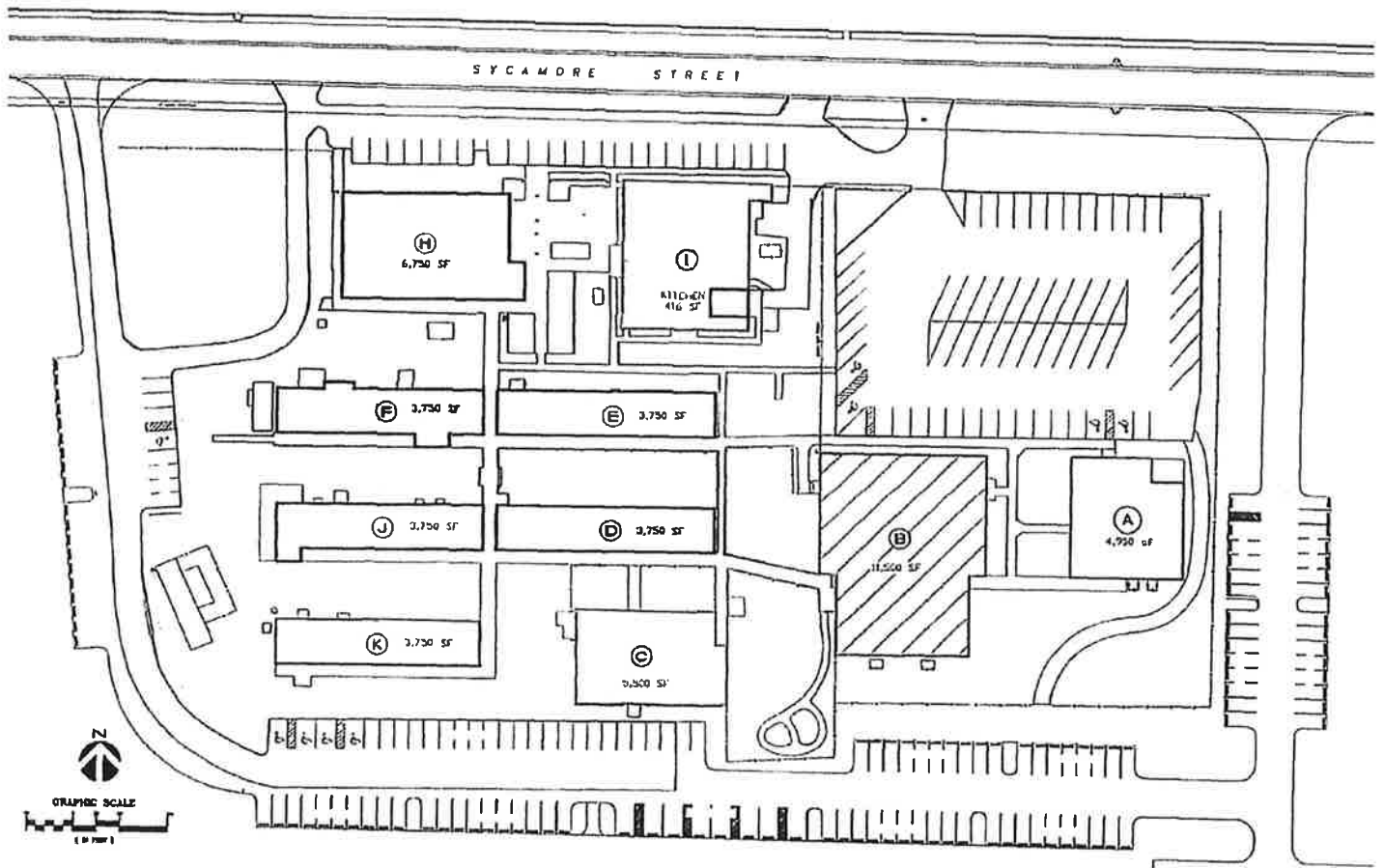


Exhibit "B"

The Christian Life Center of Titusville, Inc.

Risk Acknowledgment Indemnification and Hold Harmless (Adult)

The novel coronavirus, Covid-19, has been declared a worldwide pandemic by the World Health Organization. Covid-19 is extremely contagious and is believed to spread mainly from person-to-person contact. This is a community exposure and the Brevard County Parks and Recreation Department is taking all reasonable preventative measures in order to reduce the spread of Covid-19. However, the Brevard County Parks and Recreation Department cannot guarantee that the below-named participant, your family or yourself will not become infected with Covid-19.

By signing this Risk Acknowledgment Indemnification and Hold Harmless Form, I, _____ (hereinafter "named participant"), hereby acknowledge the contagious nature of Covid-19 and voluntarily assume the risk that the named participant, my family or myself may be exposed to and/or become infected by Covid-19 by participating in the above-referenced Program and that such exposure or infection may result in personal injury, illness, permanent disability and/or death. I understand that the risk of becoming exposed to and/or infected by Covid-19 by participating in the activity Program may result from the actions, omissions, or negligence of myself and others, including but not limited to Brevard County Parks and Recreation Department employees, volunteers and other individuals. I voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury, illness and/or death to the named participant, my family or myself. On behalf of the named participant, I consent and agree to comply with all preventative measures required by the Program including, but not limited to temperature checks, required masks, and hand washing. I understand that failure of the named participant to comply with any requests from the The Christian Life Center of Titusville, Inc. in relation to any preventative measures may result in the named participant's expulsion from the Program.

On behalf of the named participant, my family or myself, I hereby release, covenant not to sue, discharge, indemnify and hold harmless Brevard County, Florida, the Brevard County Parks and Recreation Department, its officers, employees, representatives, agents and assigns, of and from any and all claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating to the named participant's participation in the Program.

I represent and warrant that I have carefully read and fully understand all of the provisions of this Risk Acknowledgment Indemnification and Hold Harmless Form.

Participant Signature & Date: _____

Participant Printed Name: _____

Exhibit "B"

The Christian Life Center of Titusville, Inc.

Risk Acknowledgment Indemnification and Hold Harmless (Minor)

The novel coronavirus, Covid-19, has been declared a worldwide pandemic by the World Health Organization. Covid-19 is extremely contagious and is believed to spread mainly from person-to-person contact. This is a community exposure and the Brevard County Parks and Recreation Department is taking all reasonable preventative measures in order to reduce the spread of Covid-19. However, the Brevard County Parks and Recreation Department cannot guarantee that the below-named participant, your family or yourself will not become infected with Covid-19.

By signing this Risk Acknowledgment Indemnification and Hold Harmless Form, I, the parent/guardian of _____ (hereinafter "named participant"), hereby acknowledge the contagious nature of Covid-19 and voluntarily assume the risk that the named participant, my family or myself may be exposed to and/or become infected by Covid-19 by participating in the above-referenced Program and that such exposure or infection may result in personal injury, illness, permanent disability and/or death. I understand that the risk of becoming exposed to and/or infected by Covid-19 by participating in the activity of the Program may result from the actions, omissions, or negligence of myself and others, including but not limited to Brevard County Parks and Recreation Department employees, volunteers and other individuals. I, the parent/guardian of the named participant, voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury, illness and/or death to the named participant, my family or myself. On behalf of the named participant, I consent and agree to comply with all preventative measures required by the Program including, but not limited to temperature checks, required masks, and hand washing. I understand that failure of the named participant to comply with any requests from the The Christian Life Center of Titusville, Inc. in relation to any preventative measures may result in the named participant's expulsion from the Program.

On behalf of the named participant, my family or myself, I hereby release, covenant not to sue, discharge, indemnify and hold harmless Brevard County, Florida, the Brevard County Parks and Recreation Department, its officers, employees, representatives, agents and assigns, of and from any and all claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating to the named participant's participation in the Program.

I represent and warrant that I have carefully read and fully understand all of the provisions of this Risk Acknowledgment Indemnification and Hold Harmless Form.

Parent/Guardian Signature & Date: _____

Parent/Guardian Printed Name: _____

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: The Christian Life Center of Titusville		2. Amount: (\$2500)/month
3. Fund/Account #:	4. Department Name: Parks & Recreation	
5. Contract Description: Management Services Contract for the gym @ Gibson Complex		
6. Contract Monitor: Melissa Renninger		8. Contract Type: SERVICES
7. Dept/Office Director: Mary Ellen Donner		
9. Type of Procurement: Request for Proposal (RFP)		

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☒
☐

Purchasing

☐
☐

Risk Management

☐
☐

County Attorney

☐
☐

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☒
☐

Renninger, Melissa

Digitally signed by Renninger, Melissa
Date: 2021.05.05 16:44:31 -04'00'

Purchasing

☐
☐

Risk Management

☒
☐

Lairsey, Matt

Digitally signed by Lairsey, Matt
Date: 2021.05.05 16:58:49 -04'00'

County Attorney

☒
☐

Rogers, Robin

Digitally signed by Rogers, Robin
Date: 2021.05.06 10:12:11 -04'00'

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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



Brevard County
Parks and Recreation Department



Lease

The Christian Life Center of Titusville, Inc.

Gibson Complex and Field
835 Sycamore Street,
Buildings A, E (gymnasium), E and the cafeteria in Building I
Titusville, Florida 32780

Effective May 18, 2021

Rental Payments are established at:
\$2,700.00 per month

Table of Contents

Section 1. Leased Property.....	4
Section 2. Term.....	5
Section 3. Rent.....	5
Section 4. Administration.....	5
Section 5. Alterations, Changes and Additions.....	5
Section 6. Americans with Disabilities Act Compliance.....	6
Section 7. Attorney's Fees.....	6
Section 8. Background Investigation Check.....	6
Section 9. Business Interruption.....	7
Section 10. Construction of Contract.....	7
Section 11. Copyright.....	7
Section 12. Covenants against Assignment.....	7
Section 13. Dissolution.....	7
Section 14. Emergencies.....	7
Section 15. Entire Contract.....	8
Section 16. E-Verify.....	8
Section 17. Fees and Charges.....	9
Section 18. Florida Public Records Law.....	9
Section 19. Force Majeure.....	10
Section 20. Governing Law.....	10
Section 21. Illegal, Unlawful, or Improper Use.....	10
Section 22. Indemnification and Insurance.....	10
Section 23. Independent Contractor.....	12
Section 24. Licenses, Permits, and Taxes.....	12
Section 25. Modification.....	12
Section 26. Music Performance.....	12
Section 27. No Waiver of Covenants or Conditions.....	13
Section 28. Notice.....	13

Section 29. Obligations of the Tenant.	13
Section 30. Obligations of the County.	15
Section 31. Partial Destruction of Premises.	16
Section 32. Public Entity Crimes.	16
Section 33. Representation by the Tenant.	17
Section 34. Reverter and Right of Re-Entry and Repossession.	17
Section 35. Right of Entry by County.	17
Section 36. Right to Audit Records.	17
Section 37. Severability.	18
Section 38. Statutes, Laws, Rules and Regulations.	18
Section 39. Successors in Interest.	18
Section 40. Surrender of Premises.	18
Section 41. Termination for Convenience.	18
Section 42. Unauthorized Alien Workers.	18
Section 43. Venue.	19
Signature Page	20
Exhibit "A"	21
Exhibit "B"	22



Lease



This Contract, made by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **The Christian Life Center of Titusville, Inc.**, a Florida not for profit corporation, hereinafter referred to as "Tenant".

W i t n e s s e t h

Whereas, the County owns Property and public park commonly known as **Gibson Complex and Field** located at 835 Sycamore Street, Buildings A, B (gymnasium), E and the cafeteria in Building I, Titusville, Florida 32780; and

Whereas, the Tenant desires to lease a portion of the Property, Buildings A, B (gymnasium), E and the cafeteria in Building I, as depicted in Exhibit "A" (hereinafter "Property"); and

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

Whereas, the Tenant has an interest in providing community services to the citizens of the County, is well situated to do so, and has previously contracted with the County to provide such services; and

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

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

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

Section 1. Leased Property.

The County hereby leases to the Tenant and the Tenant hereby leases from the County Buildings A, B (gymnasium), E and the cafeteria in Building I of the Property as presently constituted. The property leased to Tenant is depicted in Exhibit "A", which is attached hereto and incorporated therein. The Property includes all improvements to the leased real property,

whether constructed before or after the date of the Contract, and all fixtures, furniture, equipment and supplies, if any, placed on the leased property by the County. The Tenant shall have license to use the cafeteria in Building I beginning at 8:00 a.m. on Monday through 5:00 p.m. on Friday. The Tenant shall have license to use Building B (gymnasium) Monday through Friday from 10:00 a.m. through 2:00 p.m.

Section 2. Term.

This Contract shall be effective from May 18, 2021 for a period of two years. It is hereby mutually agreed and understood that the Tenant may request renewal of this Contract for an additional two-year term and a subsequent one-year term by submitting written request of intent to renew at least ninety days prior to the date of termination of the current term. Payments may be renegotiated on a yearly basis. The Tenant agrees it shall not be entitled to the renewal and agrees it shall not be entitled to any monies or damages should the Parks & Recreation Department Director (hereinafter referred to as "Director") decide not to renew this Contract.

Section 3. Rent.

Tenant shall pay to the County the amount of **Two Thousand Seven Hundred Dollars** per month plus any applicable sales tax as rent for the use and occupancy of the Property. Payments shall be made by the tenth day of each month for the term of this Contract. Payments shall be submitted directly to North Area Parks Operations, 475 North Williams Avenue, Titusville, Florida 32796.

Section 4. Administration.

The Tenant, in accepting this Contract, acknowledges and agrees that the County shall have the right and the authority, but not the obligation, to adopt Rules and Regulations regulating Tenant's conduct of its business when operating in County Parks; to set schedules and times for operation and for use of all facilities; to resolve disputes between Tenant, or with County's residents or County property owners; and to take such other or further action as may, in the County sole discretion, be necessary to further or promote the public health, safety and welfare. Any decisions by any member of the County administration as it relates to the above authority may be appealed by the Tenant to the Parks and Recreation Director, or designee, whose decision shall be final.

Section 5. Alterations, Changes and Additions.

Any improvements, structural changes, alterations, or repairs, to the Property by the Tenant, must be requested in writing to the County, and mutually agreed upon by the County and the Tenant, with written permission granted by the Director prior to any actual work. Said request shall state the party responsible for funding such improvements. The plans, specifications, and location for all improvements, structures, landscaping, and facilities made by the Tenant to the Property shall be submitted in writing to and approved by the Director prior to the construction or installation of such improvement, structure, landscaping or facility. It is hereby mutually agreed and understood that any building, structure, or facility located thereon and permanently attached

thereto shall become the property of the County. If the Property requires closure for an extended period of time, it shall be requested by the Tenant at least thirty days in advance.

Section 6. Americans with Disabilities Act Compliance.

The County and Tenant shall conform to current requirements of the Americans with Disabilities Act (ADA) in the performance of this Contract, and shall not cause or place on the Property any condition causing the Property to become non-compliant. The parties shall work together to remedy any known violations of the ADA that may occur.

Section 7. Attorney's Fees.

In the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

Section 8. Background Investigation Check.

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

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

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

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

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

- A. Brevard County Clerk of Courts, Brevard Electronic Court Application
- B. Fingerprinting (Florida Department of Law Enforcement and National Federal Bureau of Investigations Criminal check through Volunteer & Employee Criminal History System)
- C. Department of Juvenile Justice check on individuals under the age of 18 when applicable and allowed in lieu of fingerprinting
- D. National Sex Offender Public Website
- E. Reference Checks

- F. Prior employment check
- G. Education/Licensing verification (case-by-case)
- H. Driver's license check (case-by-case)
- I. Drug Testing (case-by-case)

Section 9. Business Interruption.

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

Section 10. Construction of Contract.

The parties hereby acknowledge that they have fully reviewed this Contract and its attachments and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

Section 11. Copyright.

No reports, data, programs or other materials produced, in whole or in part, for the benefit and use of the County, under this Contract shall be subject to copyright by the Tenant in the United States or any other country.

Section 12. Covenants against Assignment.

Tenant shall not assign the Property, any part thereof, or any right or privilege connected therewith, without first obtaining the County's written consent, which consent the County may withhold in its sole discretion. Consent on one occasion by the County shall be construed as a subsequent consent to assignment, or occupation by other persons. The Tenant's unauthorized assignment or license to occupy shall be void, and shall terminate the Contract at the County's option. Tenant's interest in this Contract is not assignable by operation of law, nor is any assignment of its interest herein, without the County's written consent.

Section 13. Dissolution.

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

Section 14. Emergencies.

In the case of a general emergency as declared by the County, the County retains the right to immediately resume occupation, management, and maintenance of the Property, to use the facility to meet any emergency needs for the period of that emergency and a reasonable period

of time thereafter as deemed necessary by the County. Tenant will be provided as much notice as is practicable depending on how suddenly the need arises and shall be provided an estimate of how long the need will continue. The County shall not be responsible for any damages, including but not limited to, loss of property or income created by the use of the Property by agencies which support the emergency response and recovery such as the Red Cross, Federal Emergency Management Agency and others. The County and Tenant shall work directly with such support agencies to recover the cost of restoration, lost equipment, and supplies used. During the period in which the County or other governmental or non-governmental agency occupies or manages the Property, Tenant's occupancy and any duties or obligations hereunder will be suspended. Any maintenance, damage, restoration, or repair to the Property necessitated during any suspension of Tenant's occupancy under this Contract will be the responsibility of and at the expense of the County. Repairs, rehabilitation, restoration or maintenance, the need for which arises as a result of such emergency suspension of Tenant's occupancy, shall all be diligently completed by the County, at the expense of the County, prior to Tenant reoccupying the Property. As used herein, an "emergency" will be defined as a period of civil unrest or riot, a period during which the military needs the Property 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 Property, is needed for public shelter, distribution of emergency supplies such as food or water, or other related event, or any other circumstance designated by the Brevard County Emergency Operations Center, as an emergency.

Section 15. Entire Contract.

This Contract, together with any Exhibits, constitutes the entire Contract between the County and Tenant and supersedes all prior written or oral understandings. This Contract and any Exhibits may only be amended, supplemented or canceled by a written instrument duly executed by both parties.

Section 16. E-Verify.

- A)** In accordance with Chapter 448.095, Florida Statutes, the Tenant shall register and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Tenant during the term of this Contract; and
- B)** The Tenant shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract; and
- C)** The Tenant agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Tenant's

enrollment in the program. This includes maintaining a copy of proof of the Tenant's and subcontractors' enrollment in the E-Verify Program.

- D) Compliance with the terms of this section is made an express condition of this Contract and the County may treat a failure to comply as a material breach of this Contract.
- E) A Tenant who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E verify program, the Tenant hires or employs a person who is not eligible for employment.
- F) Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Section 17. Fees and Charges.

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

Section 18. Florida Public Records Law.

Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Contract must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Tenant of the request and the Tenant shall provide the records to the County or allow the records to be inspected or copied within twenty-four hours (not including weekends or legal holidays) of the request so the County can comply with the requirements of Chapter 119, Florida Statutes, Florida Public Records Law. The Tenant may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If Tenant fails to provide the requested public records to the County within a reasonable time, the Tenant may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties pursuant to Section 119.10, Florida Statutes. Tenant's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination. If Tenant claims certain information is exempt and/or confidential, it must cite to specific statutory provisions or case law in order to justify removal or redaction of said information.

Should the County face any legal action to enforce inspection or production of the records within the Tenant's possession and control, the Tenant agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Tenant shall hire and compensate attorneys to represent the Tenant and County in defending such action. The Tenant shall pay all

costs to defend such action and any costs and attorney's fees awarded pursuant to Section 119.12, Florida Statutes.

If the Tenant has questions regarding the application of Chapter 119, Florida Statutes, to the Tenant's duty to provide public records relating to this Contract, contact the Custodian of public: Misty Adams, Administrative Assistant, 2725 Judge Fran Jamieson Way, B203, Viera, Florida 32940; Email Records Custodian; Phone: (321) 633-2046.

Section 19. Force Majeure.

Neither party shall be responsible for damages or delays in performance caused by acts of God, strikes, lockouts or other events constituting force majeure beyond the reasonable control of the parties. Despite the foregoing, the Tenant shall make payments as otherwise provided herein.

Section 20. Governing Law.

This Contract shall be deemed to have been executed and entered into within the State of Florida and this Contract, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

Section 21. Illegal, Unlawful, or Improper Use.

The Tenant shall make no unlawful, improper, immoral, or offensive use of the Property nor will the Tenant use the Property or 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 breach of this Contract and shall result in the immediate termination of this Contract by the County, where upon the County shall be entitled to immediately require Tenant to remove the temporary concession vehicle and the County shall be entitled to re-enter and retake possession of the Property.

Section 22. Indemnification and Insurance.

A) The Tenant agrees that it will indemnify and hold harmless the County from any and all liability, claims, damages, expenses (including attorney's fees and costs), proceedings and causes of action of every kind and nature, arising out of or connected with the Tenant or Tenant's employees, contractors, subcontractors, agents, representatives or volunteer's use, occupation, management or control of the Property or any improvements thereon or any furniture, furnishings, equipment and fixtures utilized in connection therewith. The Tenant agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the arising from the Tenant's activities and that it will satisfy, pay, and discharge any and all judgments that may be entered against the County in any such action or proceeding. It is agreed by the parties hereto that specific consideration has been paid under this Contract for this indemnification and hold harmless provision.

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

C) The Tenant shall ensure that each participant, employee, volunteer and other persons utilizing the Tenant's services and programs executes the Brevard County Parks Recreation Department Risk Acknowledgement Indemnification and Hold Harmless form (hereinafter "Participant Covid-19 Form") for each adult or minor participant, respectively. A copy of the Participant Covid-19 Form for both adult and minor participants is attached hereto and incorporated by reference into this Contract as Exhibit "B". The Tenant shall maintain all Participant Covid-19 Forms pursuant to the requirements of Section 18 and Section 36 of this Contract. Failure to comply with any requirements of this section may result in the termination of this Contract pursuant to Section 41 hereinbelow.

D) The Tenant agrees to provide and maintain at all times during the term of this Contract, without cost or expense to the County, policies of insurance generally known as comprehensive general liability policies insuring the Tenant against any and all claims, demands, and causes of action whatsoever for injuries received and damage to property and any improvements thereon by the Tenant. Such policies of insurance shall insure the Tenant in the amount of not less than:

1. **Comprehensive General Liability** in the amount of **One Million Dollars per occurrence** to cover any and all claims and costs arising in connection with any and all liability claims arising in connection with any particular accident or occurrence.
2. **Fire Damage Liability coverage in the amount of One Hundred Thousand Dollars.**
3. **Sexual Abuse and Molestation Insurance** in the amount of **One Million Dollars.**
4. The Tenant shall maintain Workers' Compensation Insurance in accordance with Florida Statute.

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

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

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

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

Section 23. Independent Contractor.

The Tenant shall perform the terms and conditions of this Contract as an independent contractor, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall, in any way, be construed to constitute the contractor or any of its agents or employees as the representative agents or employees of the County.

Section 24. Licenses, Permits, and Taxes.

Tenant agrees to secure and maintain all licenses and permits required to operate and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, in connection with the business or operation conducted under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules. Any such licenses and permits shall be maintained and posted if required, at appropriate places at the Property within thirty days of the execution of this Contract.

Section 25. Modification.

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

Section 26. Music Performance.

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

and employees against any and all claims, damages, losses and liabilities for unauthorized use or performance of copyrighted music.

Section 27. No Waiver of Covenants or Conditions.

The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained shall not be construed as a waiver of such covenant, condition, or option in any other instance. This Contract cannot be changed or terminated orally.

Section 28. Notice.

Notice under this Contract shall be given to the County by mailing written notice postage prepaid, to the Brevard County Parks and Recreation Department, North Area Parks Operations, 475 North Williams Avenue, Titusville, Florida 32796; and notice shall be given to the Tenant by mailing written notice, postage prepaid, The Christian Life Center of Titusville, Inc., Arthur C. Blatch III, President, 1148 Groves Drive, Rockledge, Florida 32955.

Section 29. Obligations of the Tenant.

- A)** Tenant shall maintain Buildings A, B (gymnasium), E and the cafeteria in Building I in its present condition, ordinary wear and tear excepted. In the event that Tenant is found by County to have left Building I in a state less than clean and orderly, Tenant shall be charged a cleaning fee of Twenty-Five Dollars per hour per occurrence. Said fee shall be due within five days of receiving an invoice for payment of the fee. Both parties agree that the Director has complete discretion in determining if a building is left in a state less than clean and orderly.
- B)** Tenant shall keep the interior of the Buildings A, B (gymnasium), E and the cafeteria in Building I clean, sanitary, free of litter, rubbish or any obstacles that generated by the Tenant.
- C)** Tenant shall ensure the restrooms are cleaned and fully stocked with paper products and soap after each usage by Tenant.
- D)** Tenant shall be responsible for interior lightbulb replacements. Lightbulbs shall meet current energy standards in use by the County.
- E)** After consultation with the Tenant, the County shall determine the proper climatic control to ensure comfort and promote energy efficiency. The Tenant shall be responsible for utility costs resulting from excessive use of utilities.
- F)** Tenant shall not be responsible for maintenance and repairs due to vandalism unless such vandalism is due to Tenant's negligence.
- G)** Tenant, at its cost, shall be responsible for all interior and exterior signage it desires in order to advertise its programs, excluding parking signs.

1. All signage must comply with the Americans with Disabilities regulations and must be pre-approved by the Director.
2. Such signs shall be in compliance with any applicable jurisdiction's code or ordinance.
3. Signage shall be in good taste commensurate with an acceptable family-orientated environment.
4. Advertising of other businesses not related to the operation of the Property are prohibited.

H) All inspections, maintenance, repair, monitoring and costs associated with the security systems shall be the responsibility of the Tenant. The Tenant shall pay the expense of fire alarm monitoring.

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

J) Tenant shall submit a complete calendar of events or schedule outlining planned activities on a quarterly basis.

K) Tenant shall provide a list of Officers and designated liaisons. Any changes in the officers and/or liaison during the term of this contract shall be provided to the County within one week of the change.

L) Tenant shall submit a monthly report of attendance and volunteer hours by the tenth day of each month during the term of this contract.

M) Tenant shall be solely responsible for the proper safety, supervision, training and equipping of all participants.

N) Tenant shall provide and administer adequate personnel to supervise all activities sponsored or sanctioned by the Tenant which take place at the Property.

O) Issuance of keys may be authorized by the Director to provide access to the Property. If a key is lost by the Tenant, the Tenant shall be responsible for all costs associated with the replacement of the key and lock system as necessary. The Tenant shall be responsible for all repairs and/or replacement of equipment and materials needed due to the loss of a key. These costs include but are not limited to personnel, materials, and equipment

P) Membership must be open to the public without regard to race, color, religious creed, national origin, ancestry, age, gender, marital status, or disability.

- Q)** Tenant shall maintain a high level of public relations that promotes a highly favorable family-orientated atmosphere. Tenant shall conduct said events and activities in a manner in which is courteous and fair to the public.
- R)** Tenant may request any person violating any applicable law, rule or regulation to leave the Property. If a patron remains in the Property after such request the Tenant shall immediately notify local law enforcement.
- S)** Tenant shall immediately report any accident or incident requiring response to the County.
- T)** Tenant shall cooperate fully with County officials in all matters relating to the Property.

Section 30. Obligations of the County.

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

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

Section 31. Partial Destruction of Premises.

Partial destruction of the Property shall not render this Contract void, or terminate it except as herein provided. If the Property is partially destroyed during the term of this Contract, County may endeavor to make repairs, providing the County has the fiscal means to do so, and when such repairs can be made in conformity with local, state, and federal laws and regulations, within ninety days of the partial destruction. If the repairs cannot be so made in ninety days and the County does not elect to make them within a reasonable time, either party hereto has the option to terminate this Contract. If the Property is more than one-third destroyed, County or Tenant may at its option terminate this Contract, giving ninety-day notice to the other party.

Section 32. Public Entity Crimes.

A person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six months from the date of being placed on the convicted Contractor list.

Section 33. Representation by the Tenant.

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

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

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

Section 35. Right of Entry by County.

The County or its agents may at any time enter onto the Property for the purpose of inspection of same or for performing such other duties as are required by the terms of this Contract, or the rules, regulation, ordinances or laws of any governmental body.

Section 36. Right to Audit Records.

In performance of this Contract, the Tenant shall keep books, records, and account of all activities related to this Contract in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Tenant in conjunction with this Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County. The Tenant shall retain all documents, books and records for a period of five years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and Chapter 119, Florida Statutes. All records or documents created by or provided to the Tenant by the County in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Tenant shall ensure the public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract and following termination of the Contract if the Tenant does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Contract, the Tenant may transfer at no cost to the County, all public records in possession of the Tenant. If the Tenant transfers all public records to the County upon termination of the Contract, the Tenant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Section 37. Severability.

If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 38. Statutes, Laws, Rules and Regulations.

The Tenant's use of the Property will be in accordance with applicable laws, rules, regulations, policies and procedures approved by the Department and/or the County. The County reserves the right to disapprove any and all activities held at the Property, which may be in conflict with the Department's and/or the County's Policies and Administrative Orders, and agrees to furnish the Tenant with a copy of such rules, regulations, policies, procedures, and amendments thereto.

It shall be the Tenant's responsibility to be aware of and comply with all laws, statutes, ordinances, fire codes, rules, orders, regulations and requirements of all local, state, and federal agencies as applicable.

Section 39. Successors in Interest.

This Contract and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives, and assigns of the parties.

Section 40. Surrender of Premises.

Tenant shall surrender the Property to the County at the end of the Contract term in generally the same condition as when Tenant took possession, allowing for county-approved changes and modifications agreed to by the parties over time, reasonable wear and tear, damages by acts of God, including fire and storm. On or before the date of surrender, Tenant shall remove all business signs or symbols placed on the Property by Tenant and restore the portion of the Property on which they were placed in the same condition as before placement.

Section 41. Termination for Convenience.

Either party may terminate this Contract for their own convenience upon providing sixty day written notice to the other party. In the event of a termination for convenience, the parties agree that the only termination damages payable by either party will be prorated rent due to the County up to the date of termination

Section 42. Unauthorized Alien Workers.

Brevard County will not intentionally award publicly-funded contracts to any Tenant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider the employment by Tenant of unauthorized aliens a violation of Section 274A (e) of the INA and such violation shall be grounds for unilateral cancellation of this Contract by the County

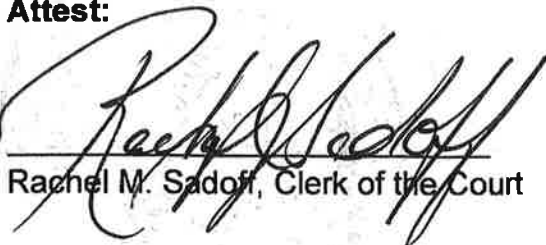
Section 43. Venue.

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

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

Attest:

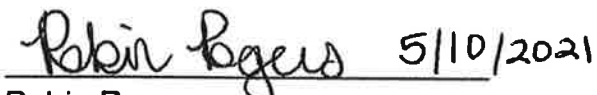

Rachel M. Sadoff, Clerk of the Court

Board of County Commissioners
of Brevard County, Florida

By:  May 27, 2021
Rita Pritchett, Chair Date

As Approved by the Board on May 18, 2021

Reviewed for legal form and content:

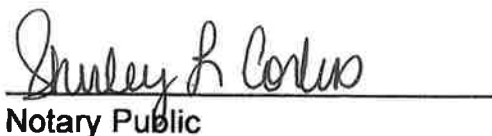
 5/10/2021
Robin Rogers
Assistant County Attorney

The Christian Life Center of Titusville, Inc.:

By: 
Arthur C. Blatch III, President

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this 26th day of May, 2021 by Arthur C. Blatch III, President of The Christian Life Center of Titusville, Inc. He is personally known to me or has produced personally known as identification.


Notary Public


Typed/Printed Name

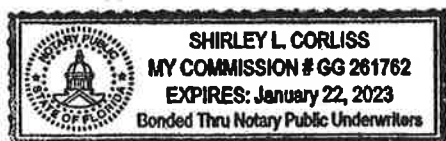


Exhibit "A"

GIBSON CENTER LAYOUT

The Christian Life Center of Titusville, Inc.

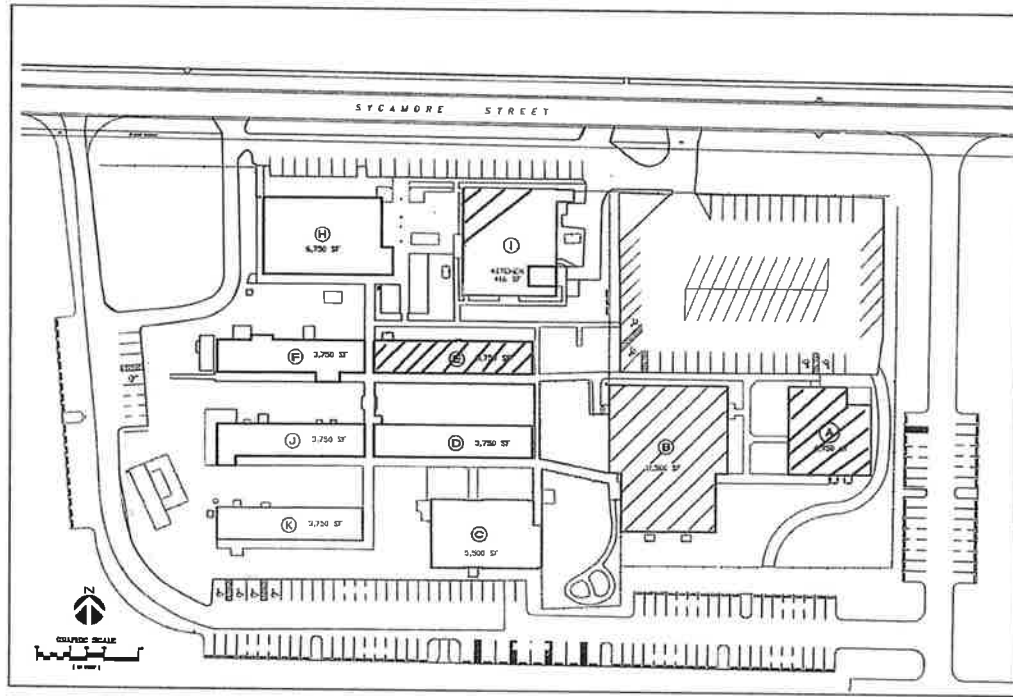


Exhibit "B"

The Christian Life Center of Titusville, Inc.

Risk Acknowledgment Indemnification and Hold Harmless (Adult)

The novel coronavirus, Covid-19, has been declared a worldwide pandemic by the World Health Organization. Covid-19 is extremely contagious and is believed to spread mainly from person-to-person contact. This is a community exposure and the Brevard County Parks and Recreation Department is taking all reasonable preventative measures in order to reduce the spread of Covid-19. However, the Brevard County Parks and Recreation Department cannot guarantee that the below-named participant, your family or yourself will not become infected with Covid-19.

By signing this Risk Acknowledgment Indemnification and Hold Harmless Form, I, _____ (hereinafter "named participant"), hereby acknowledge the contagious nature of Covid-19 and voluntarily assume the risk that the named participant, my family or myself may be exposed to and/or become infected by Covid-19 by participating in the above-referenced Program and that such exposure or infection may result in personal injury, illness, permanent disability and/or death. I understand that the risk of becoming exposed to and/or infected by Covid-19 by participating in the activity Program may result from the actions, omissions, or negligence of myself and others, including but not limited to Brevard County Parks and Recreation Department employees, volunteers and other individuals. I voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury, illness and/or death to the named participant, my family or myself. On behalf of the named participant, I consent and agree to comply with all preventative measures required by the Program including, but not limited to temperature checks, required masks, and hand washing. I understand that failure of the named participant to comply with any requests from the The Christian Life Center of Titusville, Inc. in relation to any preventative measures may result in the named participant's expulsion from the Program.

On behalf of the named participant, my family or myself, I hereby release, covenant not to sue, discharge, indemnify and hold harmless Brevard County, Florida, the Brevard County Parks and Recreation Department, its officers, employees, representatives, agents and assigns, of and from any and all claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating to the named participant's participation in the Program.

I represent and warrant that I have carefully read and fully understand all of the provisions of this Risk Acknowledgment Indemnification and Hold Harmless Form.

Participant Signature & Date: _____

Participant Printed Name: _____

Exhibit "B"

The Christian Life Center of Titusville, Inc.

Risk Acknowledgment Indemnification and Hold Harmless (Minor)

The novel coronavirus, Covid-19, has been declared a worldwide pandemic by the World Health Organization. Covid-19 is extremely contagious and is believed to spread mainly from person-to-person contact. This is a community exposure and the Brevard County Parks and Recreation Department is taking all reasonable preventative measures in order to reduce the spread of Covid-19. However, the Brevard County Parks and Recreation Department cannot guarantee that the below-named participant, your family or yourself will not become infected with Covid-19.

By signing this Risk Acknowledgment Indemnification and Hold Harmless Form, I, the parent/guardian of _____ (hereinafter "named participant"), hereby acknowledge the contagious nature of Covid-19 and voluntarily assume the risk that the named participant, my family or myself may be exposed to and/or become infected by Covid-19 by participating in the above-referenced Program and that such exposure or infection may result in personal injury, illness, permanent disability and/or death. I understand that the risk of becoming exposed to and/or infected by Covid-19 by participating in the activity of the Program may result from the actions, omissions, or negligence of myself and others, including but not limited to Brevard County Parks and Recreation Department employees, volunteers and other individuals. I, the parent/guardian of the named participant, voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury, illness and/or death to the named participant, my family or myself. On behalf of the named participant, I consent and agree to comply with all preventative measures required by the Program including, but not limited to temperature checks, required masks, and hand washing. I understand that failure of the named participant to comply with any requests from the The Christian Life Center of Titusville, Inc. in relation to any preventative measures may result in the named participant's expulsion from the Program.

On behalf of the named participant, my family or myself, I hereby release, covenant not to sue, discharge, indemnify and hold harmless Brevard County, Florida, the Brevard County Parks and Recreation Department, its officers, employees, representatives, agents and assigns, of and from any and all claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating to the named participant's participation in the Program.


I represent and warrant that I have carefully read and fully understand all of the provisions of this Risk Acknowledgment Indemnification and Hold Harmless Form.

Parent/Guardian Signature & Date: _____

Parent/Guardian Printed Name: _____

From: Webmaster@BrevardWeb.org
To: [Renninger, Melissa L](#)
Subject: North Area Parks Operations seeking organization to provide activity developing model train hobbies
Date: Friday, March 19, 2021 10:21:03 AM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

	Brevard County Parks and Recreation	www.brevardparks.com
	2725 Judge Fran Jamieson Way, Bldg. B Viera, Florida 32940	Office: (321) 633-2046 Fax: (321) 633-2198

PARKS AND RECREATION DEPARTMENT

Jeff Davis Jr.
Area Manager
[\(321\) 264-5105](tel:3212645105)
jeff.davis@brevardfl.gov

FOR IMMEDIATE RELEASE
3/19/2021 10:06:29 AM

North Area Parks Operations seeking organization to provide activity developing model train hobbies

BREVARD COUNTY, FLORIDA -- Brevard County North Area Parks Operations is seeking an organization to provide family orientated leisure activity by developing model train hobbies for both youth and adults utilizing four rooms in Building K at the Gibson Complex located at 835 Sycamore Street in Titusville.

If you would like to be considered, you must submit the following in writing to Brevard County Parks and Recreation-North Area Parks Operations, 475 North Williams Avenue, Titusville, Florida 32796 by mail or email to jeff.davis@brevardfl.gov:

1. A written introduction about your organization.
2. Description of the program being offered with a calendar of events.
3. Copy of current Brevard County Business Tax Receipt (BTR) (if applicable).
4. Prior to award and execution of a contract a Certificate of Insurance must be provided to include \$1 Million Dollars in Comprehensive General Liability Coverage, Fire Damage Liability Coverage in the amount of \$100,000 and Sexual Abuse and Molestation Insurance

in the amount of \$1 Million Dollars. The Brevard County Board of County Commissioners must be listed as an additional insured.

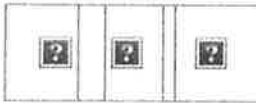
5. Prior to award and execution of a contract a Level 1 Background Investigation Check must be completed at the expense of the organization (in compliance with Brevard County's current Administrative Order).

A contract will be awarded based on the following: the type of program being offered, the amount of the proposed lease payment to the County, current and valid licenses (if applicable), successful completion of a Level I Background Investigation Check, flexibility and dependability in meeting the public demand, and the completeness of the written introduction.

The lease payment to the county will be a flat rate per month (plus any applicable sales tax) payable to Brevard County Parks and Recreation North Area Parks Operations. Monthly payments will be due in advance by the 10th day of every month.

All responses must be received at North Area Parks Operations by close of business on April 8, 2021 and include all the required documentation named above.

For questions, contact Jeff David, North Area Parks Operations Manager at 321-264-5105 or by email, jeff.davis@brevardfl.gov.



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[View on the Web](#)



CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: The ChristianLife Center of Titusville, Inc.		2. Amount: (\$2700)
3. Fund/Account #:	4. Department Name: Parks & Recreation	
5. Contract Description: Lease for Buildings of A, E, gym and cafeteria @ Gibson Complex		
6. Contract Monitor: Melissa Renninger		8. Contract Type: LEASE/RENTALS <input type="checkbox"/>
7. Dept/Office Director: Mary Ellen Donner		
9. Type of Procurement: Request for Proposal (RFP)		

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

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

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Renninger, Melissa <small>Digitally signed by Renninger, Melissa Date: 2021.02.22 10:36:47 -05'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2021.05.10 09:52:54 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Bkin Bgers</i> 5/10/2021

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

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SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☒
☐

Purchasing

☐
☐

Risk Management

☐
☐

County Attorney

☐
☐

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☒
☐

Renninger, Melissa Digitally signed by Renninger, Melissa
Date: 2021.02.22 10:36:47 -05'00'

Purchasing

☐
☐

Risk Management

☒
☐

Lairsey, Matt Digitally signed by Lairsey, Matt
Date: 2021.05.10 09:52:54 -04'00'

County Attorney

☒
☐

Bkin Bgers 5/10/2021

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
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Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>



Brevard County
Parks and Recreation Department



Lease

The Christian Life Center of Titusville, Inc.

Gibson Complex and Field
835 Sycamore Street,
Buildings A, E (gymnasium), E and the cafeteria in Building I
Titusville, Florida 32780

Effective May 18, 2021

**Rental Payments are established at:
\$2,500.00 per month**

Table of Contents

Section 1. Leased Property.....	5
Section 2. Term.....	5
Section 3. Rent.....	5
Section 4. Administration.....	5
Section 5. Alterations, Changes and Additions.....	5
Section 6. Americans with Disabilities Act Compliance.....	6
Section 7. Attorney's Fees.....	6
Section 8. Background Investigation Check.....	6
Section 9. Business Interruption.....	7
Section 10. Construction of Contract.....	7
Section 11. Copyright.....	7
Section 12. Covenants against Assignment.....	7
Section 13. Dissolution.....	8
Section 14. Emergencies.....	8
Section 15. Entire Contract.....	8
Section 16. E-Verify.....	9
Section 17. Fees and Charges.....	9
Section 18. Florida Public Records Law.....	9
Section 19. Force Majeure.....	10
Section 20. Governing Law.....	10
Section 21. Illegal, Unlawful, or Improper Use.....	10
Section 22. Indemnification and Insurance.....	11
Section 23. Independent Tenant.....	12
Section 24. Licenses, Permits, and Taxes.....	12
Section 25. Modification.....	13
Section 26. Music Performance.....	13
Section 27. No Waiver of Covenants or Conditions.....	13
Section 28. Notice.....	13
Section 29. Obligations of the Tenant.....	13
Section 30. Obligations of the County.....	15
Section 31. Partial Destruction of Premises.....	16
Section 32. Public Entity Crimes.....	17
Section 33. Representation by the Tenant.....	17
Section 34. Reverter and Right of Re-Entry and Repossession.....	17
Section 35. Right of Entry by County.....	17
Section 36. Right to Audit Records.....	17

Section 37. Severability.....	18
Section 38. Statutes, Laws, Rules and Regulations.....	18
Section 39. Successors in Interest.....	18
Section 40. Surrender of Premises.....	18
Section 41. Termination for Convenience.....	19
Section 42. Unauthorized Alien Workers.....	19
Section 43. Venue.....	19
Signature Page.....	20
Exhibit "A".....	21
Exhibit "B".....	22
Exhibit "C".....	24



Lease



This Contract, made by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **The Christian Life Center of Titusville, Inc.**, a Florida not for profit corporation, hereinafter referred to as "Tenant".

W i t n e s s e t h

Whereas, the County owns Property and public park commonly known as **Gibson Complex and Field** located at 835 Sycamore Street, Buildings A, B (gymnasium), E and the cafeteria in Building I, Titusville, Florida 32780; and

Whereas, the Tenant desires to lease a portion of the Property, Buildings A, B (gymnasium), E and the cafeteria in Building I, as depicted in Exhibit "A" (hereinafter "Property"); and

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

Whereas, the Tenant has an interest in providing community services to the citizens of the County, is well situated to do so, and has previously contracted with the County to provide such services; and

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

Whereas, the County has by Resolution, a copy of which is attached hereto as Exhibit "B", determined that these programs and services provided will promote public health, safety or welfare, will serve the public interest, will serve a public purpose, constitute a service that could be provided local government, and are compatible with the County purposes for the which the Property was constructed.

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

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

Section 1. Leased Property.

The County hereby leases to the Tenant and the Tenant hereby leases from the County Buildings A, B (gymnasium), E and the cafeteria in Building I of the Property as presently constituted. The property leased to Tenant is depicted in Exhibit "A", which is attached hereto and incorporated therein. The Property includes all improvements to the leased real property, whether constructed before or after the date of the Contract, and all fixtures, furniture, equipment and supplies, if any, placed on the leased property by the County. The Tenant shall have license to use the cafeteria in Building I beginning at 8:00 a.m. on Monday through 5:00 p.m. on Friday. The Tenant shall have license to use Building B (gymnasium) Monday through Friday from 10:00 a.m. through 2:00 p.m.

Section 2. Term.

This Contract shall be effective from May 18, 2021 for a period of two years. It is hereby mutually agreed and understood that the Tenant may request renewal of this Contract for an additional two-year term and a subsequent one-year term by submitting written request of intent to renew at least ninety days prior to the date of termination of the current term. Payments may be renegotiated on a yearly basis. The Tenant agrees it shall not be entitled to the renewal and agrees it shall not be entitled to any monies or damages should the Parks & Recreation Department Director (hereinafter referred to as "Director") decide not to renew this Contract.

Section 3. Rent.

Tenant shall pay to the County the amount of **Two Thousand Five Hundred Dollars** per month plus any applicable sales tax as rent for the use and occupancy of the Property. Payments shall be made by the tenth day of each month for the term of this Contract. Payments shall be submitted directly to North Area Parks Operations, 475 North Williams Avenue, Titusville, Florida 32796.

Section 4. Administration.

The Tenant, in accepting this Contract, acknowledges and agrees that the County shall have the right and the authority, but not the obligation, to adopt Rules and Regulations regulating Tenant's conduct of its business when operating in County Parks; to set schedules and times for operation and for use of all facilities; to resolve disputes between Tenant, or with County's residents or County property owners; and to take such other or further action as may, in the County sole discretion, be necessary to further or promote the public health, safety and welfare. Any decisions by any member of the County administration as it relates to the above authority may be appealed by the Tenant to the Parks and Recreation Director, or designee, whose decision shall be final.

Section 5. Alterations, Changes and Additions.

Any improvements, structural changes, alterations, or repairs, to the Property by the Tenant, must be requested in writing to the County, and mutually agreed upon by the County and the Tenant, with written permission granted by the Director prior to any actual work. Said request

shall state the party responsible for funding such improvements. The plans, specifications, and location for all improvements, structures, landscaping, and facilities made by the Tenant to the Property shall be submitted in writing to and approved by the Director prior to the construction or installation of such improvement, structure, landscaping or facility. It is hereby mutually agreed and understood that any building, structure, or facility located thereon and permanently attached thereto shall become the property of the County. If the Property requires closure for an extended period of time, it shall be requested by the Tenant at least thirty days in advance.

Section 6. Americans with Disabilities Act Compliance.

The County and Tenant shall conform to current requirements of the Americans with Disabilities Act (ADA) in the performance of this Contract, and shall not cause or place on the Property any condition causing the Property to become non-compliant. The parties shall work together to remedy any known violations of the ADA that may occur.

Section 7. Attorney's Fees.

In the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

Section 8. Background Investigation Check.

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

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

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

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

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

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

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

Section 9. Business Interruption.

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

Section 10. Construction of Contract.

The parties hereby acknowledge that they have fully reviewed this Contract and its attachments and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

Section 11. Copyright.

No reports, data, programs or other materials produced, in whole or in part, for the benefit and use of the County, under this Contract shall be subject to copyright by the Tenant in the United States or any other country.

Section 12. Covenants against Assignment.

Tenant shall not assign the Property, any part thereof, or any right or privilege connected therewith, without first obtaining the County's written consent, which consent the County may withhold in its sole discretion. Consent on one occasion by the County shall be construed as a subsequent consent to assignment, or occupation by other persons. The Tenant's unauthorized assignment or license to occupy shall be void, and shall terminate the Contract at the County's option. Tenant's interest in this Contract is not assignable by operation of law, nor is any assignment of its interest herein, without the County's written consent.

Section 13. Dissolution.

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

Section 14. Emergencies.

In the case of a general emergency as declared by the County, the County retains the right to immediately resume occupation, management, and maintenance of the Property, to use the facility to meet any emergency needs for the period of that emergency and a reasonable period of time thereafter as deemed necessary by the County. Tenant will be provided as much notice as is practicable depending on how suddenly the need arises and shall be provided an estimate of how long the need will continue. The County shall not be responsible for any damages, including but not limited to, loss of property or income created by the use of the Property by agencies which support the emergency response and recovery such as the Red Cross, Federal Emergency Management Agency and others. The County and Tenant shall work directly with such support agencies to recover the cost of restoration, lost equipment, and supplies used. During the period in which the County or other governmental or non-governmental agency occupies or manages the Property, Tenant's occupancy and any duties or obligations hereunder will be suspended. Any maintenance, damage, restoration, or repair to the Property necessitated during any suspension of Tenant's occupancy under this Contract will be the responsibility of and at the expense of the County. Repairs, rehabilitation, restoration or maintenance, the need for which arises as a result of such emergency suspension of Tenant's occupancy, shall all be diligently completed by the County, at the expense of the County, prior to Tenant reoccupying the Property. As used herein, an "emergency" will be defined as a period of civil unrest or riot, a period during which the military needs the Property 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 Property, is needed for public shelter, distribution of emergency supplies such as food or water, or other related event, or any other circumstance designated by the Brevard County Emergency Operations Center, as an emergency.

Section 15. Entire Contract.

This Contract, together with any Exhibits, constitutes the entire Contract between the County and Tenant and supersedes all prior written or oral understandings. This Contract and any Exhibits may only be amended, supplemented or canceled by a written instrument duly executed by both parties.

Section 16. E-Verify.

- A)** In accordance with Chapter 448.095, Florida Statutes, the Tenant shall register and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Tenant during the term of this Contract; and
- B)** The Tenant shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract; and
- C)** The Tenant agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Tenant's enrollment in the program. This includes maintaining a copy of proof of the Tenant's and subcontractors' enrollment in the E-Verify Program.
- D)** Compliance with the terms of this section is made an express condition of this Contract and the County may treat a failure to comply as a material breach of this Contract.
- E)** A Tenant who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E verify program, the Tenant hires or employs a person who is not eligible for employment.
- F)** Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Section 17. Fees and Charges.

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

Section 18. Florida Public Records Law.

Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Contract must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Tenant of the request and the Tenant shall provide the records to the County or allow the records to be inspected or copied within twenty-four hours (not including weekends or legal holidays) of the request so the County can comply with the requirements of Chapter 119, Florida Statutes, Florida Public Records Law. The Tenant may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If Tenant fails to provide the requested public records to the County within a reasonable time, the Tenant may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties pursuant to Section 119.10, Florida Statutes. Tenant's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination. If Tenant claims certain information is exempt and/or confidential, it must cite to specific statutory provisions or case law in order to justify removal or redaction of said information.

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

If the Tenant has questions regarding the application of Chapter 119, Florida Statutes, to the Tenant's duty to provide public records relating to this Contract, contact the Custodian of public: Misty Adams, Administrative Assistant, 2725 Judge Fran Jamieson Way, B203, Viera, Florida 32940; Email Records Custodian; Phone: (321) 633-2046.

Section 19. Force Majeure.

Neither party shall be responsible for damages or delays in performance caused by acts of God, strikes, lockouts or other events constituting force majeure beyond the reasonable control of the parties. Despite the foregoing, the Tenant shall make payments as otherwise provided herein.

Section 20. Governing Law.

This Contract shall be deemed to have been executed and entered into within the State of Florida and this Contract, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

Section 21. Illegal, Unlawful, or Improper Use.

The Tenant shall make no unlawful, improper, immoral, or offensive use of the Property nor will the Tenant use the Property or 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 breach of this Contract and shall result in the immediate termination of this Contract by the County, where upon the County shall be entitled to immediately require Tenant to remove the temporary concession vehicle and the County shall be entitled to re-enter and retake possession of the Property.

Section 22. Indemnification and Insurance.

A) The Tenant agrees that it will indemnify and hold harmless the County from any and all liability, claims, damages, expenses (including attorney's fees and costs), proceedings and causes of action of every kind and nature, arising out of or connected with the Tenant or Tenant's employees, contractors, subcontractors, agents, representatives or volunteer's use, occupation, management or control of the Property or any improvements thereon or any furniture, furnishings, equipment and fixtures utilized in connection therewith. The Tenant agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the arising from the Tenant's activities and that it will satisfy, pay, and discharge any and all judgments that may be entered against the County in any such action or proceeding. It is agreed by the parties hereto that specific consideration has been paid under this Contract for this indemnification and hold harmless provision.

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

C) The Tenant shall ensure that each participant, employee, volunteer and other persons utilizing the Tenant's services and programs executes the Brevard County Parks Recreation Department Risk Acknowledgement Indemnification and Hold Harmless form (hereinafter "Participant Covid-19 Form") for each adult or minor participant, respectively. A copy of the Participant Covid-19 Form for both adult and minor participants is attached hereto and incorporated by reference into this Contract as Exhibit "C". The Tenant shall maintain all Participant Covid-19 Forms pursuant to the requirements of Section 18 and Section 36 of this Contract. Failure to comply with any requirements of this section may result in the termination of this Contract pursuant to Section 41 hereinbelow.

D) The Tenant agrees to provide and maintain at all times during the term of this Contract, without cost or expense to the County, policies of insurance generally known as comprehensive general liability policies insuring the Tenant against any and all claims, demands, and causes of action whatsoever for injuries received and damage to property and any improvements thereon by the Tenant. Such policies of insurance shall insure the Tenant in the amount of not less than:

1. **Comprehensive General Liability** in the amount of **One Million Dollars per occurrence** to cover any and all claims and costs arising in connection with any and all liability claims arising in connection with any particular accident or occurrence.

2. **Fire Damage Liability coverage in the amount of One Hundred Thousand Dollars.**

3. **Sexual Abuse and Molestation Insurance** in the amount of **One Million Dollars.**

4. The Tenant shall maintain Workers' Compensation Insurance in accordance with Florida Statute.

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

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

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

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

Section 23. Independent Contractor.

The Tenant shall perform the terms and conditions of this Contract as an independent contractor, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall, in any way, be construed to constitute the contractor or any of its agents or employees as the representative agents or employees of the County.

Section 24. Licenses, Permits, and Taxes.

Tenant agrees to secure and maintain all licenses and permits required to operate and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, in connection with the business or operation conducted under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules. Any such licenses and permits shall be maintained and

posted if required, at appropriate places at the Property within thirty days of the execution of this Contract.

Section 25. Modification.

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

Section 26. Music Performance.

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

Section 27. No Waiver of Covenants or Conditions.

The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained shall not be construed as a waiver of such covenant, condition, or option in any other instance. This Contract cannot be changed or terminated orally.

Section 28. Notice.

Notice under this Contract shall be given to the County by mailing written notice postage prepaid, to the Brevard County Parks and Recreation Department, North Area Parks Operations, 475 North Williams Avenue, Titusville, Florida 32796; and notice shall be given to the Tenant by mailing written notice, postage prepaid, The Christian Life Center of Titusville, Inc., Arthur C. Blatch III, President, 1148 Groves Drive, Rockledge, Florida 32955.

Section 29. Obligations of the Tenant.

A) Tenant shall maintain Buildings A, B (gymnasium), E and the cafeteria in Building I in its present condition, ordinary wear and tear excepted. In the event that Tenant is found by County to have left Building I in a state less than clean and orderly, Tenant shall be charged a cleaning fee of Twenty-Five Dollars per hour per occurrence. Said fee shall be due within five days of receiving an invoice for payment of the fee. Both parties agree that the Director has complete discretion in determining if a building is left in a state less than clean and orderly.

B) Tenant shall keep the interior of the Buildings A, B (gymnasium), E and the cafeteria in Building I clean, sanitary, free of litter, rubbish or any obstacles that generated by the Tenant.

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

D) Tenant shall be responsible for interior lightbulb replacements. Lightbulbs shall meet current energy standards in use by the County.

E) After consultation with the Tenant, the County shall determine the proper climatic control to ensure comfort and promote energy efficiency. The Tenant shall be responsible for utility costs resulting from excessive use of utilities.

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

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

1. All signage must comply with the Americans with Disabilities regulations and must be pre-approved by the Director.

2. Such signs shall be in compliance with any applicable jurisdiction's code or ordinance.

3. Signage shall be in good taste commensurate with an acceptable family-orientated environment.

4. Advertising of other businesses not related to the operation of the Property are prohibited.

H) All inspections, maintenance, repair, monitoring and costs associated with the security systems shall be the responsibility of the Tenant. The Tenant shall pay the expense of fire alarm monitoring.

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

J) Tenant shall submit a complete calendar of events or schedule outlining planned activities on a quarterly basis.

K) Tenant shall provide a list of Officers and designated liaisons. Any changes in the officers and/or liaison during the term of this contract shall be provided to the County within one week of the change.

L) Tenant shall submit a monthly report of attendance and volunteer hours by the tenth day of each month during the term of this contract.

M) Tenant shall be solely responsible for the proper safety, supervision, training and equipping of all participants.

- N)** Tenant shall provide and administer adequate personnel to supervise all activities sponsored or sanctioned by the Tenant which take place at the Property.
- O)** Issuance of keys may be authorized by the Director to provide access to the Property. If a key is lost by the Tenant, the Tenant shall be responsible for all costs associated with the replacement of the key and lock system as necessary. The Tenant shall be responsible for all repairs and/or replacement of equipment and materials needed due to the loss of a key. These costs include but are not limited to personnel, materials, and equipment
- P)** Membership must be open to the public without regard to race, color, religious creed, national origin, ancestry, age, gender, marital status, or disability.
- Q)** Tenant shall maintain a high level of public relations that promotes a highly favorable family-orientated atmosphere. Tenant shall conduct said events and activities in a manner in which is courteous and fair to the public.
- R)** Tenant may request any person violating any applicable law, rule or regulation to leave the Property. If a patron remains in the Property after such request the Tenant shall immediately notify local law enforcement.
- S)** Tenant shall immediately report any accident or incident requiring response to the County.
- T)** Tenant shall cooperate fully with County officials in all matters relating to the Property.

Section 30. Obligations of the County.

- A)** County shall provide the Tenant with exclusive use of the Buildings A, B (gymnasium), E and the cafeteria in Building I.
- B)** County shall maintain the Buildings A, B (gymnasium), E and the cafeteria in Building I's exterior in good condition. Maintenance and repair of the exterior structure includes:
1. rodent and termite control
 2. exterior painting and sealing
 3. irrigation system maintenance for the lawn
 4. mow, edge and fertilize the lawns; weed and mulch landscapes; trim hedges, shrubs, and small trees; and remove dead, damaged or unwanted trees
 5. keeping the parking area, sidewalks and area adjacent to the Property in a clean, neat, and sanitary manner, and free of debris

6. maintenance and repair of the sidewalks

7. maintenance and repair of the parking lot including parking signs, parking lot light poles and light bulbs, outside seating and the flagpole

C) County shall be responsible for the provision of maintenance, repair, and bear the cost of such, for the electrical distribution system from the load side of the meter can to all outlets. The County shall be responsible for the replacement of exterior light bulbs and all ballasts.

D) County shall be responsible for all inspections, maintenance and repair of the fire alarm and fire sprinkler system.

E) County shall be responsible for normal preventative maintenance of the electrical system from the meter including the power distribution and lighting systems.

F) County shall be responsible for the plumbing system from the meter to the building and all interior fixtures and piping.

G) County shall be responsible for the HVAC system.

H) Preventative maintenance encompasses regular examination, inspection, lubrication, testing and adjustments of equipment to ensure their proper functionality and to reduce their rate of deterioration.

I) County shall pay reasonable costs of all public utility charges. Said charges shall include telephone, electric, gas, water, sanitary sewer, and garbage collection which is provided to the Facility by the County, City or any other public agency or public utility.

J) Except as otherwise provided in the Contract, and except due to damage caused by Tenant, its invitees, employees, or other persons associated with Tenant, all roofing, roof drains, sewers, wastewater/sewer lines, structural outside walls, foundations, and structural portions of the Property shall be maintained, replaced and repaired by the County at its expense.

Section 31. Partial Destruction of Premises.

Partial destruction of the Property shall not render this Contract void, or terminate it except as herein provided. If the Property is partially destroyed during the term of this Contract, County may endeavor to make repairs, providing the County has the fiscal means to do so, and when such repairs can be made in conformity with local, state, and federal laws and regulations, within ninety days of the partial destruction. If the repairs cannot be so made in ninety days and the County does not elect to make them within a reasonable time, either party hereto has the option to terminate this Contract. If the Property is more than one-third destroyed, County or Tenant may at its option terminate this Contract, giving ninety-day notice to the other party.

Section 32. Public Entity Crimes.

A person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six months from the date of being placed on the convicted Contractor list.

Section 33. Representation by the Tenant.

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

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

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

Section 35. Right of Entry by County.

The County or its agents may at any time enter onto the Property for the purpose of inspection of same or for performing such other duties as are required by the terms of this Contract, or the rules, regulation, ordinances or laws of any governmental body.

Section 36. Right to Audit Records.

In performance of this Contract, the Tenant shall keep books, records, and account of all activities related to this Contract in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Tenant in conjunction with this Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County. The Tenant shall retain all documents, books and records for a period of five years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and Chapter 119, Florida Statutes. All records or documents created by or provided to the Tenant by the County in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Tenant shall ensure the public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract and following termination of the Contract if the Tenant does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Contract, the Tenant may transfer at no cost to the County, all public records in possession of the Tenant. If the Tenant transfers all public records to the County upon termination of the Contract, the Tenant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Section 37. Severability.

If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 38. Statutes, Laws, Rules and Regulations.

The Tenant's use of the Property will be in accordance with applicable laws, rules, regulations, policies and procedures approved by the Department and/or the County. The County reserves the right to disapprove any and all activities held at the Property, which may be in conflict with the Department's and/or the County's Policies and Administrative Orders, and agrees to furnish the Tenant with a copy of such rules, regulations, policies, procedures, and amendments thereto.

It shall be the Tenant's responsibility to be aware of and comply with all laws, statutes, ordinances, fire codes, rules, orders, regulations and requirements of all local, state, and federal agencies as applicable.

Section 39. Successors in Interest.

This Contract and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives, and assigns of the parties.

Section 40. Surrender of Premises.

Tenant shall surrender the Property to the County at the end of the Contract term in generally the same condition as when Tenant took possession, allowing for county-approved changes and modifications agreed to by the parties over time, reasonable wear and tear, damages by acts of God, including fire and storm. On or before the date of surrender, Tenant shall remove all business signs or symbols placed on the Property by Tenant and restore the portion of the Property on which they were placed in the same condition as before placement.

Section 41. Termination for Convenience.

Either party may terminate this Contract for their own convenience upon providing sixty day written notice to the other party. In the event of a termination for convenience, the parties agree that the only termination damages payable by either party will be prorated rent due to the County up to the date of termination

Section 42. Unauthorized Alien Workers.

Brevard County will not intentionally award publicly-funded contracts to any Tenant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider the employment by Tenant of unauthorized aliens a violation of Section 274A (e) of the INA and such violation shall be grounds for unilateral cancellation of this Contract by the County

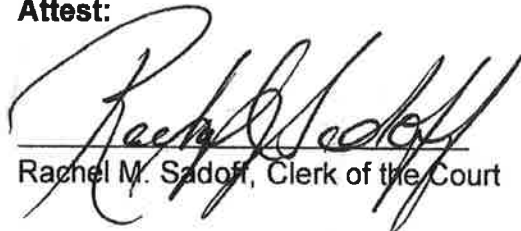
Section 43. Venue.

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

(remainder of page left intentionally blank)

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

Attest:

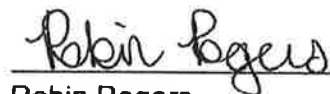

Rachel M. Sadoff, Clerk of the Court

Board of County Commissioners
of Brevard County, Florida

By: 
Rita Pritchett, Chair
May 27, 2021
Date

As Approved by the Board on May 18, 2021

Reviewed for legal form and content:

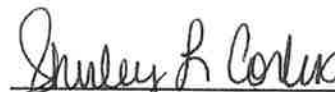
 5/10/2021
Robin Rogers
Assistant County Attorney

The Christian Life Center of Titusville, Inc.:

By: 
Arthur C. Blatch III, President

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this 26th day of May, 2021 by Arthur C. Blatch III, President of The Christian Life Center of Titusville, Inc. He is personally known to me or has produced personally known as identification.


Notary Public


Typed/Printed Name

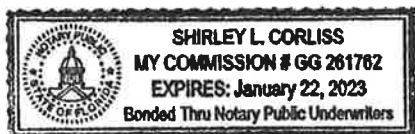


Exhibit "A"

GIBSON CENTER LAYOUT

The Christian Life Center of Titusville, Inc.

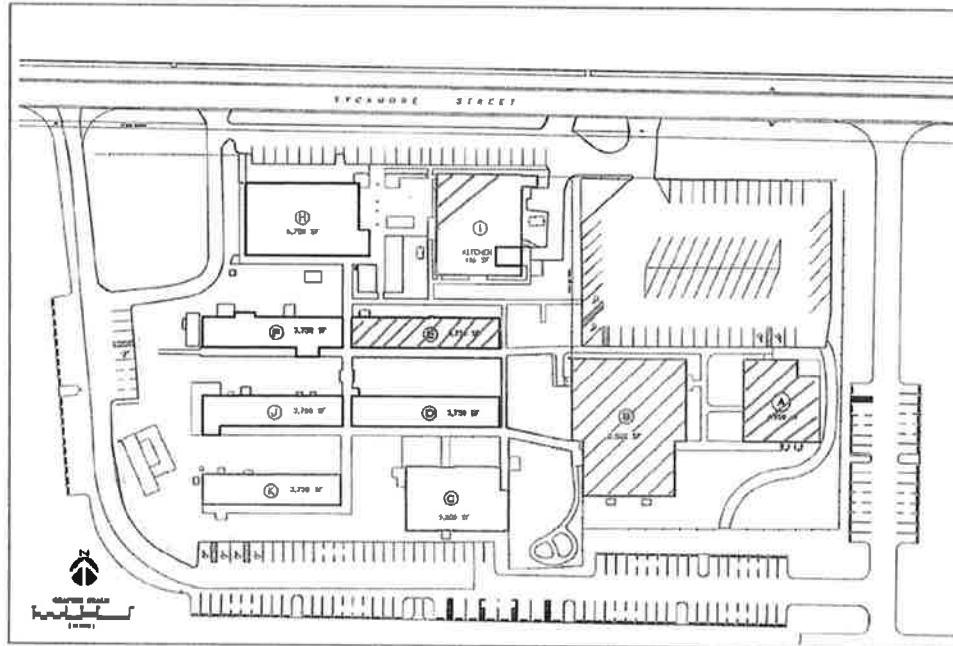


Exhibit "B"

Resolution Number 2021-

A Resolution of the Board of County Commissioners of Brevard County, Florida, Pursuant to Section 125.35, Florida Statutes and Section 2-247 of the Brevard County Code of Ordinances, authorizing the lease of real property to a Not for Profit Corporation organized under the laws of the State of Florida; and proving for an effective date.

Whereas, The Christian Life Center of Titusville, Inc. a 501(c)(3) tax exempt Not For Profit Corporation organized under the laws of the State of Florida (hereinafter referred to as "Tenant") has applied to the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter referred to as "County") to lease Buildings A, B (gymnasium), E and the cafeteria in Building I of the County public Property known as **Gibson Complex and Field** (hereinafter referred to as the "Property");

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

Whereas, the County finds that the Tenant's proposed use of the Property 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 Property was constructed.

Now, Therefore, Be it Resolved by the Board of County Commissioners of Brevard County, Florida, that:

1. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.
2. Gibson Complex and Field is a County owned Property and was constructed for the purpose of public programs and services.
3. The County has determined that this portion of the Property is not needed by the County.
4. The Tenant shall operate and maintain the Property for the provision of formal education services for kindergarten to eighth grade youth.

5. The County shall enter into a lease with the Tenant beginning on the date of the Board approval of the Lease for a term of two years with the option to renew for an additional two-year term and a subsequent renewal for an additional one-year term.
6. The consideration for the lease shall be \$2,500.00 per month.
7. This Resolution shall take effect immediately upon its adoption. No obligation to Lease the Property to the Tenant shall arise until the Lease is executed by both parties.
8. In the event the Tenant fails to comply with the Lease, then the Property shall immediately revert to the County which shall thereafter have the right to reenter and repossess the property.

Done, Ordered, and Adopted this 18th day of May, 2021.

Attest:

**Board of County Commissioner
of Brevard County, Florida**

Rachel M. Sadoff, Clerk

By:_____
Rita Pritchett, Chair

As approved by the Board on 5/18/2021.

Exhibit "C"

The Christian Life Center of Titusville, Inc.

Risk Acknowledgment Indemnification and Hold Harmless (Adult)

The novel coronavirus, Covid-19, has been declared a worldwide pandemic by the World Health Organization. Covid-19 is extremely contagious and is believed to spread mainly from person-to-person contact. This is a community exposure and the Brevard County Parks and Recreation Department is taking all reasonable preventative measures in order to reduce the spread of Covid-19. However, the Brevard County Parks and Recreation Department cannot guarantee that the below-named participant, your family or yourself will not become infected with Covid-19.

By signing this Risk Acknowledgment Indemnification and Hold Harmless Form, I, _____ (hereinafter "named participant"), hereby acknowledge the contagious nature of Covid-19 and voluntarily assume the risk that the named participant, my family or myself may be exposed to and/or become infected by Covid-19 by participating in the above-referenced Program and that such exposure or infection may result in personal injury, illness, permanent disability and/or death. I understand that the risk of becoming exposed to and/or infected by Covid-19 by participating in the activity Program may result from the actions, omissions, or negligence of myself and others, including but not limited to Brevard County Parks and Recreation Department employees, volunteers and other individuals. I voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury, illness and/or death to the named participant, my family or myself. On behalf of the named participant, I consent and agree to comply with all preventative measures required by the Program including, but not limited to temperature checks, required masks, and hand washing. I understand that failure of the named participant to comply with any requests from the The Christian Life Center of Titusville, Inc. in relation to any preventative measures may result in the named participant's expulsion from the Program.

On behalf of the named participant, my family or myself, I hereby release, covenant not to sue, discharge, indemnify and hold harmless Brevard County, Florida, the Brevard County Parks and Recreation Department, its officers, employees, representatives, agents and assigns, of and from any and all claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating to the named participant's participation in the Program.

I represent and warrant that I have carefully read and fully understand all of the provisions of this Risk Acknowledgment Indemnification and Hold Harmless Form.

Participant Signature & Date: _____

Participant Printed Name: _____

Exhibit "C"

The Christian Life Center of Titusville, Inc.

Risk Acknowledgment Indemnification and Hold Harmless (Minor)

The novel coronavirus, Covid-19, has been declared a worldwide pandemic by the World Health Organization. Covid-19 is extremely contagious and is believed to spread mainly from person-to-person contact. This is a community exposure and the Brevard County Parks and Recreation Department is taking all reasonable preventative measures in order to reduce the spread of Covid-19. However, the Brevard County Parks and Recreation Department cannot guarantee that the below-named participant, your family or yourself will not become infected with Covid-19.

By signing this Risk Acknowledgment Indemnification and Hold Harmless Form, I, the parent/guardian of _____ (hereinafter "named participant"), hereby acknowledge the contagious nature of Covid-19 and voluntarily assume the risk that the named participant, my family or myself may be exposed to and/or become infected by Covid-19 by participating in the above-referenced Program and that such exposure or infection may result in personal injury, illness, permanent disability and/or death. I understand that the risk of becoming exposed to and/or infected by Covid-19 by participating in the activity of the Program may result from the actions, omissions, or negligence of myself and others, including but not limited to Brevard County Parks and Recreation Department employees, volunteers and other individuals. I, the parent/guardian of the named participant, voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury, illness and/or death to the named participant, my family or myself. On behalf of the named participant, I consent and agree to comply with all preventative measures required by the Program including, but not limited to temperature checks, required masks, and hand washing. I understand that failure of the named participant to comply with any requests from the The Christian Life Center of Titusville, Inc. in relation to any preventative measures may result in the named participant's expulsion from the Program.

On behalf of the named participant, my family or myself, I hereby release, covenant not to sue, discharge, indemnify and hold harmless Brevard County, Florida, the Brevard County Parks and Recreation Department, its officers, employees, representatives, agents and assigns, of and from any and all claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating to the named participant's participation in the Program.

I represent and warrant that I have carefully read and fully understand all of the provisions of this Risk Acknowledgment Indemnification and Hold Harmless Form.

Parent/Guardian Signature & Date: _____

Parent/Guardian Printed Name: _____



Brevard County
Parks and Recreation Department



Lease

Titusville Area Model Railroad Club, Inc.

Gibson Complex and Field
835 Sycamore Street, Building K, Titusville, Florida 32780

Effective May 18, 2021

Rental Payments are established at:
\$100.00 per month

Table of Contents

Section 1. Leased Property.....	5
Section 2. Term.....	5
Section 3. Rent.....	5
Section 4. Administration.	5
Section 5. Alterations, Changes and Additions.	5
Section 6. Americans with Disabilities Act Compliance.....	6
Section 7. Attorney's Fees.	6
Section 8. Background Investigation Check.....	6
Section 9. Business Interruption.....	7
Section 10. Construction of Contract.....	7
Section 11. Copyright.....	7
Section 12. Covenants against Assignment.....	7
Section 13. Dissolution.....	7
Section 14. Emergencies.	7
Section 15. Entire Contract.	8
Section 16. E-Verify.	8
Section 17. Fees and Charges.....	9
Section 18. Florida Public Records Law.....	9
Section 19. Force Majeure.	10
Section 20. Governing Law.	10
Section 21. Illegal, Unlawful, or Improper Use.	10
Section 22. Indemnification and Insurance.	10
Section 23. Independent Tenant.	12
Section 24. Licenses, Permits, and Taxes.	12
Section 25. Modification.	12
Section 26. Music Performance.	12
Section 27. No Waiver of Covenants or Conditions.	13
Section 28. Notice.....	13
Section 29. Obligations of the Tenant.	13
Section 30. Obligations of the County.	15
Section 31. Partial Destruction of Premises.	16
Section 32. Public Entity Crimes.	16
Section 33. Representation by the Tenant.	16
Section 34. Reverter and Right of Re-Entry and Repossession.....	16
Section 35. Right of Entry by County.	17
Section 36. Right to Audit Records.	17

Section 37. Severability.....17

Section 38. Statutes, Laws, Rules and Regulations.....17

Section 39. Successors in Interest.18

Section 40. Surrender of Premises.18

Section 41. Termination for Convenience.18

Section 42. Unauthorized Alien Workers.....18

Section 43. Venue.....18

Signature Page.....19

Exhibit "A"20

Exhibit "B"21

Exhibit "C"23



Lease



This Contract, made by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **Titusville Area Model Railroad Club, Inc.**, a Florida not for profit corporation, hereinafter referred to as "Tenant".

W i t n e s s e t h

Whereas, the County owns Property and public park commonly known as **Gibson Complex and Field** located at 835 Sycamore Street, Building K, Titusville, Florida 32780; and

Whereas, the Tenant desires to lease a portion of the Property, the four west rooms of Building K, as depicted in Exhibit "A" (hereinafter "Property"); and

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

Whereas, the Tenant has an interest in providing community services to the citizens of the County, is well situated to do so, and has previously contracted with the County to provide such services; and

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

Whereas, the County has by Resolution, a copy of which is attached hereto as Exhibit "B", determined that these programs and services provided will promote public health, safety or welfare, will serve the public interest, will serve a public purpose, constitute a service that could be provided local government, and are compatible with the County purposes for the which the Property was constructed.

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

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

Section 1. Leased Property.

The County hereby leases to the Tenant and the Tenant hereby leases from the County the west four rooms in a Building K of the Property as presently constituted. The property leased to Tenant is depicted in Exhibit "A", which is attached hereto and incorporated therein. The Property includes all improvements to the leased real property, whether constructed before or after the date of the Contract, and all fixtures, furniture, equipment and supplies, if any, placed on the leased property by the County.

Section 2. Term.

This Contract shall be effective from May 18, 2021 for a period of two years. It is hereby mutually agreed and understood that the Tenant may request renewal of this Contract for an additional two-year term and a subsequent one-year term by submitting written request of intent to renew at least ninety days prior to the date of termination of the current term. Payments may be renegotiated on a yearly basis. The Tenant agrees it shall not be entitled to the renewal and agrees it shall not be entitled to any monies or damages should the Parks & Recreation Department Director (hereinafter referred to as "Director") decide not to renew this Contract.

Section 3. Rent.

Tenant shall pay to the County the amount of **One Hundred Dollars** per month plus any applicable sales tax as rent for the use and occupancy of the Property. Payments shall be made by the tenth day of each month for the term of this Contract. Payments shall be submitted directly to North Area Parks Operations, 475 North Williams Avenue, Titusville, Florida 32796.

Section 4. Administration.

The Tenant, in accepting this Contract, acknowledges and agrees that the County shall have the right and the authority, but not the obligation, to adopt Rules and Regulations regulating Tenant's conduct of its business when operating in County Parks; to set schedules and times for operation and for use of all facilities; to resolve disputes between Tenant, or with County's residents or County property owners; and to take such other or further action as may, in the County sole discretion, be necessary to further or promote the public health, safety and welfare. Any decisions by any member of the County administration as it relates to the above authority may be appealed by the Tenant to the Parks and Recreation Director, or designee, whose decision shall be final.

Section 5. Alterations, Changes and Additions.

Any improvements, structural changes, alterations, or repairs, to the Property by the Tenant, must be requested in writing to the County, and mutually agreed upon by the County and the Tenant, with written permission granted by the Director prior to any actual work. Said request shall state the party responsible for funding such improvements. The plans, specifications, and location for all improvements, structures, landscaping, and facilities made by the Tenant to the Property shall be submitted in writing to and approved by the Director prior to the construction or installation of such improvement, structure, landscaping or facility. It is hereby mutually agreed

and understood that any building, structure, or facility located thereon and permanently attached thereto shall become the property of the County. If the Property requires closure for an extended period of time, it shall be requested by the Tenant at least thirty days in advance.

Section 6. Americans with Disabilities Act Compliance.

The County and Tenant shall conform to current requirements of the Americans with Disabilities Act (ADA) in the performance of this Contract, and shall not cause or place on the Property any condition causing the Property to become non-compliant. The parties shall work together to remedy any known violations of the ADA that may occur.

Section 7. Attorney's Fees.

In the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

Section 8. Background Investigation Check.

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

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

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

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

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

- A. Brevard County Clerk of Courts, Brevard Electronic Court Application
- B. Fingerprinting (Florida Department of Law Enforcement and National Federal Bureau of Investigations Criminal check through Volunteer & Employee Criminal History System)
- C. Department of Juvenile Justice check on individuals under the age of 18 when applicable and allowed in lieu of fingerprinting
- D. National Sex Offender Public Website
- E. Reference Checks

- F. Prior employment check
- G. Education/Licensing verification (case-by-case)
- H. Driver's license check (case-by-case)
- I. Drug Testing (case-by-case)

Section 9. Business Interruption.

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

Section 10. Construction of Contract.

The parties hereby acknowledge that they have fully reviewed this Contract and its attachments and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

Section 11. Copyright.

No reports, data, programs or other materials produced, in whole or in part, for the benefit and use of the County, under this Contract shall be subject to copyright by the Tenant in the United States or any other country.

Section 12. Covenants against Assignment.

Tenant shall not assign the Property, any part thereof, or any right or privilege connected therewith, without first obtaining the County's written consent, which consent the County may withhold in its sole discretion. Consent on one occasion by the County shall be construed as a subsequent consent to assignment, or occupation by other persons. The Tenant's unauthorized assignment or license to occupy shall be void, and shall terminate the Contract at the County's option. Tenant's interest in this Contract is not assignable by operation of law, nor is any assignment of its interest herein, without the County's written consent.

Section 13. Dissolution.

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

Section 14. Emergencies.

In the case of a general emergency as declared by the County, the County retains the right to immediately resume occupation, management, and maintenance of the Property, to use the facility to meet any emergency needs for the period of that emergency and a reasonable period of time thereafter as deemed necessary by the County. Tenant will be provided as much notice

as is practicable depending on how suddenly the need arises and shall be provided an estimate of how long the need will continue. The County shall not be responsible for any damages, including but not limited to, loss of property or income created by the use of the Property by agencies which support the emergency response and recovery such as the Red Cross, Federal Emergency Management Agency and others. The County and Tenant shall work directly with such support agencies to recover the cost of restoration, lost equipment, and supplies used. During the period in which the County or other governmental or non-governmental agency occupies or manages the Property, Tenant's occupancy and any duties or obligations hereunder will be suspended. Any maintenance, damage, restoration, or repair to the Property necessitated during any suspension of Tenant's occupancy under this Contract will be the responsibility of and at the expense of the County. Repairs, rehabilitation, restoration or maintenance, the need for which arises as a result of such emergency suspension of Tenant's occupancy, shall all be diligently completed by the County, at the expense of the County, prior to Tenant reoccupying the Property. As used herein, an "emergency" will be defined as a period of civil unrest or riot, a period during which the military needs the Property 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 Property, is needed for public shelter, distribution of emergency supplies such as food or water, or other related event, or any other circumstance designated by the Brevard County Emergency Operations Center, as an emergency.

Section 15. Entire Contract.

This Contract, together with any Exhibits, constitutes the entire Contract between the County and Tenant and supersedes all prior written or oral understandings. This Contract and any Exhibits may only be amended, supplemented or canceled by a written instrument duly executed by both parties.

Section 16. E-Verify.

- A)** In accordance with Chapter 448.095, Florida Statutes, the Tenant shall register and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Tenant during the term of this Contract; and
- B)** The Tenant shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract; and
- C)** The Tenant agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Tenant's enrollment in the program. This includes maintaining a copy of proof of the Tenant's and subcontractors' enrollment in the E-Verify Program.

- D)** Compliance with the terms of this section is made an express condition of this Contract and the County may treat a failure to comply as a material breach of this Contract.
- E)** A Tenant who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E verify program, the Tenant hires or employs a person who is not eligible for employment.
- F)** Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Section 17. Fees and Charges.

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

Section 18. Florida Public Records Law.

Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Contract must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Tenant of the request and the Tenant shall provide the records to the County or allow the records to be inspected or copied within twenty-four hours (not including weekends or legal holidays) of the request so the County can comply with the requirements of Chapter 119, Florida Statutes, Florida Public Records Law. The Tenant may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If Tenant fails to provide the requested public records to the County within a reasonable time, the Tenant may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties pursuant to Section 119.10, Florida Statutes. Tenant's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination. If Tenant claims certain information is exempt and/or confidential, it must cite to specific statutory provisions or case law in order to justify removal or redaction of said information.

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

If the Tenant has questions regarding the application of Chapter 119, Florida Statutes, to the Tenant's duty to provide public records relating to this Contract, contact the Custodian of public: Misty Adams, Administrative Assistant, 2725 Judge Fran Jamieson Way, B203, Viera, Florida 32940; Email Records Custodian; Phone: (321) 633-2046.

Section 19. Force Majeure.

Neither party shall be responsible for damages or delays in performance caused by acts of God, strikes, lockouts or other events constituting force majeure beyond the reasonable control of the parties. Despite the foregoing, the Tenant shall make payments as otherwise provided herein.

Section 20. Governing Law.

This Contract shall be deemed to have been executed and entered into within the State of Florida and this Contract, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

Section 21. Illegal, Unlawful, or Improper Use.

The Tenant shall make no unlawful, improper, immoral, or offensive use of the Property nor will the Tenant use the Property or 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 breach of this Contract and shall result in the immediate termination of this Contract by the County, where upon the County shall be entitled to immediately require Tenant to remove the temporary concession vehicle and the County shall be entitled to re-enter and retake possession of the Property.

Section 22. Indemnification and Insurance.

A) The Tenant agrees that it will indemnify and hold harmless the County from any and all liability, claims, damages, expenses (including attorney's fees and costs), proceedings and causes of action of every kind and nature, arising out of or connected with the Tenant or Tenant's employees, contractors, subcontractors, agents, representatives or volunteer's use, occupation, management or control of the Property or any improvements thereon or any furniture, furnishings, equipment and fixtures utilized in connection therewith. The Tenant agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the arising from the Tenant's activities and that it will satisfy, pay, and discharge any and all judgments that may be entered against the County in any such action or proceeding. It is agreed by the parties hereto that specific consideration has been paid under this Contract for this indemnification and hold harmless provision.

B) Tenant shall not use the Property in any manner, even in its use for the purposes for which the Property is leased, that will increase the risk covered by insurance on the building where the Property is located, so as to increase the rate of insurance on the Property or to

cause cancellation to any insurance policy covering the building. Tenant further agrees not to keep at the Property, or permit to be kept, used, or sold thereon, anything prohibited by the policy of fire insurance covering the Property. Tenant shall comply, at its own expense, with all requirements of insurers necessary to keep in force the fire and public liability insurance covering the Facility.

C) The Tenant shall ensure that each participant, employee, volunteer and other persons utilizing the Tenant's services and programs executes the Brevard County Parks Recreation Department Risk Acknowledgement Indemnification and Hold Harmless form (hereinafter "Participant Covid-19 Form") for each adult or minor participant, respectively. A copy of the Participant Covid-19 Form for both adult and minor participants is attached hereto and incorporated by reference into this Contract as Exhibit "C". The Tenant shall maintain all Participant Covid-19 Forms pursuant to the requirements of Section 18 and Section 36 of this Contract. Failure to comply with any requirements of this section may result in the termination of this Contract pursuant to Section 41 hereinbelow.

D) The Tenant agrees to provide and maintain at all times during the term of this Contract, without cost or expense to the County, policies of insurance generally known as comprehensive general liability policies insuring the Tenant against any and all claims, demands, and causes of action whatsoever for injuries received and damage to property and any improvements thereon by the Tenant. Such policies of insurance shall insure the Tenant in the amount of not less than:

1. **Comprehensive General Liability** in the amount of **One Million Dollars per occurrence** to cover any and all claims and costs arising in connection with any and all liability claims arising in connection with any particular accident or occurrence.
2. **Fire Damage Liability coverage in the amount of One Hundred Thousand Dollars.**
3. **Sexual Abuse and Molestation Insurance** in the amount of **One Million Dollars.**
4. The Tenant shall maintain Workers' Compensation Insurance in accordance with Florida Statute.

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

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

G) All personal property housed or placed at the Property shall be at the risk of the Tenant, whether owned by the County or the Tenant, and the County shall not be liable for any loss or

damage to the personal property of the Tenant or others located thereon for any cause whatsoever. The Tenant agrees and understands that the County does not and shall not carry liability, theft or fire insurance on said property to cover the Tenant's interest therein.

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

Section 23. Independent Contractor.

The Tenant shall perform the terms and conditions of this Contract as an independent contractor, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall, in any way, be construed to constitute the contractor or any of its agents or employees as the representative agents or employees of the County.

Section 24. Licenses, Permits, and Taxes.

Tenant agrees to secure and maintain all licenses and permits required to operate and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, in connection with the business or operation conducted under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules. Any such licenses and permits shall be maintained and posted if required, at appropriate places at the Property within thirty days of the execution of this Contract.

Section 25. Modification.

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

Section 26. Music Performance.

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

Section 27. No Waiver of Covenants or Conditions.

The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained shall not be construed as a waiver of such covenant, condition, or option in any other instance. This Contract cannot be changed or terminated orally.

Section 28. Notice.

Notice under this Contract shall be given to the County by mailing written notice postage prepaid, to the Brevard County Parks and Recreation Department, North Area Parks Operations, 475 North Williams Avenue, Titusville, Florida 32796; and notice shall be given to the Tenant by mailing written notice, postage prepaid, Titusville Area Model Railroad Club, Inc., Bill Gillespie, President, 5205 Barna Avenue, Titusville, Florida 32780.

Section 29. Obligations of the Tenant.

- A)** Tenant shall maintain Building K in its present condition, ordinary wear and tear excepted.
- B)** Tenant shall keep the interior of the Building K clean, sanitary, free of litter, rubbish or any obstacles that generated by the Tenant.
- C)** Tenant shall ensure the restrooms are cleaned and fully stocked with paper products and soap at the commencement of scheduled usage.
- D)** Tenant shall be responsible for interior lightbulb replacements. Lightbulbs shall meet current energy standards in use by the County.
- E)** After consultation with the Tenant, the County shall determine the proper climatic control to ensure comfort and promote energy efficiency. The Tenant shall be responsible for utility costs resulting from excessive use of utilities.
- F)** Tenant shall not be responsible for maintenance and repairs due to vandalism unless such vandalism is due to Tenant's negligence.
- G)** Tenant, at its cost, shall be responsible for all interior and exterior signage it desires in order to advertise its programs, excluding parking signs.
 - 1. All signage must comply with the Americans with Disabilities regulations and must be pre-approved by the Director.
 - 2. Such signs shall be in compliance with any applicable jurisdiction's code or ordinance.
 - 3. Signage shall be in good taste commensurate with an acceptable family-orientated environment.

4. Advertising of other businesses not related to the operation of the Property are prohibited.

- H)** All inspections, maintenance, repair, monitoring and costs associated with the security systems shall be the responsibility of the Tenant. The Tenant shall pay the expense of fire alarm monitoring.
- I)** Except for those repairs and/or replacements which are the responsibility of the County, the Tenant shall promptly notify the County of the necessity of any and all maintenance and repairs needed to the exterior and/or the utility systems for the Property.
- J)** Tenant shall submit a complete calendar of events or schedule outlining planned activities on a quarterly basis.
- K)** Tenant shall provide a list of Officers and designated liaisons. Any changes in the officers and/or liaison during the term of this contract shall be provided to the County within one week of the change.
- L)** Tenant shall submit a monthly report of attendance and volunteer hours by the tenth day of each month during the term of this contract.
- M)** Tenant shall be solely responsible for the proper safety, supervision, training and equipping of all participants.
- N)** Tenant shall provide and administer adequate personnel to supervise all activities sponsored or sanctioned by the Tenant which take place at the Property.
- O)** Issuance of keys may be authorized by the Director to provide access to the Property. If a key is lost by the Tenant, the Tenant shall be responsible for all costs associated with the replacement of the key and lock system as necessary. The Tenant shall be responsible for all repairs and/or replacement of equipment and materials needed due to the loss of a key. These costs include but are not limited to personnel, materials, and equipment
- P)** Membership must be open to the public without regard to race, color, religious creed, national origin, ancestry, age, gender, marital status, or disability.
- Q)** Tenant shall maintain a high level of public relations that promotes a highly favorable family-orientated atmosphere. Tenant shall conduct said events and activities in a manner in which is courteous and fair to the public.
- R)** Tenant may request any person violating any applicable law, rule or regulation to leave the Property. If a patron remains in the Property after such request the Tenant shall immediately notify local law enforcement.

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

T) Tenant shall cooperate fully with County officials in all matters relating to the Property.

Section 30. Obligations of the County.

A) County shall provide the Tenant with exclusive use of the west four rooms in Building K.

B) County shall maintain the Building K's exterior in good condition. Maintenance and repair of the exterior structure includes:

1. rodent and termite control
2. exterior painting and sealing
3. irrigation system maintenance for the lawn
4. mow, edge and fertilize the lawns; weed and mulch landscapes; trim hedges, shrubs, and small trees; and remove dead, damaged or unwanted trees
5. keeping the parking area, sidewalks and area adjacent to the Property in a clean, neat, and sanitary manner, and free of debris
6. maintenance and repair of the sidewalks
7. maintenance and repair of the parking lot including parking signs, parking lot light poles and light bulbs, outside seating and the flagpole

C) County shall be responsible for the provision of maintenance, repair, and bear the cost of such, for the electrical distribution system from the load side of the meter can to all outlets. The County shall be responsible for the replacement of exterior light bulbs and all ballasts.

D) County shall be responsible for all inspections, maintenance and repair of the fire alarm and fire sprinkler system.

E) County shall be responsible for normal preventative maintenance of the electrical system from the meter including the power distribution and lighting systems.

F) County shall be responsible for the plumbing system from the meter to the building and all interior fixtures and piping.

G) County shall be responsible for the HVAC system.

H) Preventative maintenance encompasses regular examination, inspection, lubrication, testing and adjustments of equipment to ensure their proper functionality and to reduce their rate of deterioration.

I) County shall pay reasonable costs of all public utility charges. Said charges shall include telephone, electric, gas, water, sanitary sewer, and garbage collection which is provided to the Facility by the County, City or any other public agency or public utility.

J) Except as otherwise provided in the Contract, and except due to damage caused by Tenant, its invitees, employees, or other persons associated with Tenant, all roofing, roof drains, sewers, wastewater/sewer lines, structural outside walls, foundations, and structural portions of the Property shall be maintained, replaced and repaired by the County at its expense.

Section 31. Partial Destruction of Premises.

Partial destruction of the Property shall not render this Contract void, or terminate it except as herein provided. If the Property is partially destroyed during the term of this Contract, County may endeavor to make repairs, providing the County has the fiscal means to do so, and when such repairs can be made in conformity with local, state, and federal laws and regulations, within ninety days of the partial destruction. If the repairs cannot be so made in ninety days and the County does not elect to make them within a reasonable time, either party hereto has the option to terminate this Contract. If the Property is more than one-third destroyed, County or Tenant may at its option terminate this Contract, giving ninety-day notice to the other party.

Section 32. Public Entity Crimes.

A person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six months from the date of being placed on the convicted Contractor list.

Section 33. Representation by the Tenant.

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

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

Notwithstanding any provision of this Contract to the contrary, in the event the Property is not used or ceases to be used for the public purposes set forth herein, the Contract shall

immediately cease and the Property shall revert to the County which shall thereafter have the right to re-enter and repossess the Property.

Section 35. Right of Entry by County.

The County or its agents may at any time enter onto the Property for the purpose of inspection of same or for performing such other duties as are required by the terms of this Contract, or the rules, regulation, ordinances or laws of any governmental body.

Section 36. Right to Audit Records.

In performance of this Contract, the Tenant shall keep books, records, and account of all activities related to this Contract in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Tenant in conjunction with this Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County. The Tenant shall retain all documents, books and records for a period of five years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and Chapter 119, Florida Statutes. All records or documents created by or provided to the Tenant by the County in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Tenant shall ensure the public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract and following termination of the Contract if the Tenant does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Contract, the Tenant may transfer at no cost to the County, all public records in possession of the Tenant. If the Tenant transfers all public records to the County upon termination of the Contract, the Tenant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Section 37. Severability.

If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 38. Statutes, Laws, Rules and Regulations.

The Tenant's use of the Property will be in accordance with applicable laws, rules, regulations, policies and procedures approved by the Department and/or the County. The County reserves the right to disapprove any and all activities held at the Property, which may be in conflict with the Department's and/or the County's Policies and Administrative Orders, and agrees to furnish

the Tenant with a copy of such rules, regulations, policies, procedures, and amendments thereto.

It shall be the Tenant's responsibility to be aware of and comply with all laws, statutes, ordinances, fire codes, rules, orders, regulations and requirements of all local, state, and federal agencies as applicable.

Section 39. Successors in Interest.

This Contract and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives, and assigns of the parties.

Section 40. Surrender of Premises.

Tenant shall surrender the Property to the County at the end of the Contract term in generally the same condition as when Tenant took possession, allowing for county-approved changes and modifications agreed to by the parties over time, reasonable wear and tear, damages by acts of God, including fire and storm. On or before the date of surrender, Tenant shall remove all business signs or symbols placed on the Property by Tenant and restore the portion of the Property on which they were placed in the same condition as before placement.

Section 41. Termination for Convenience.

Either party may terminate this Contract for their own convenience upon providing sixty day written notice to the other party. In the event of a termination for convenience, the parties agree that the only termination damages payable by either party will be prorated rent due to the County up to the date of termination

Section 42. Unauthorized Alien Workers.

Brevard County will not intentionally award publicly-funded contracts to any Tenant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider the employment by Tenant of unauthorized aliens a violation of Section 274A (e) of the INA and such violation shall be grounds for unilateral cancellation of this Contract by the County

Section 43. Venue.

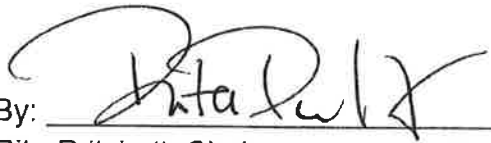
Venue for any legal action brought by any party to this Contract to interpret, construe or enforce this Contract shall be in court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

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

Attest:



Rachel M. Sadoff, Clerk of the Court

Board of County Commissioners
of Brevard County, Florida

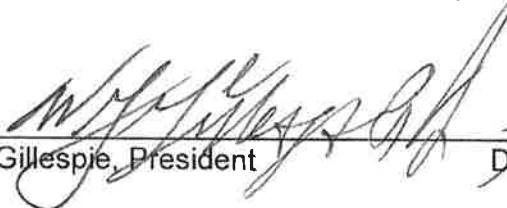
By: 
Rita Pritchett, Chair Date

As Approved by the Board on May 18, 2021

Reviewed for legal form and content:

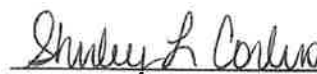
 5/6/2021
Robin Rogers
Assistant County Attorney

Titusville Area Model Railroad Club, Inc.:

By:  5/25/21
Bill Gillespie, President Date

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this 25th day of May, 2021 by Bill Gillespie, President of Titusville Area Model Railroad Club, Inc. He is personally known to me or has produced personally known as identification.


Notary Public


Typed/Printed Name



Exhibit "A"

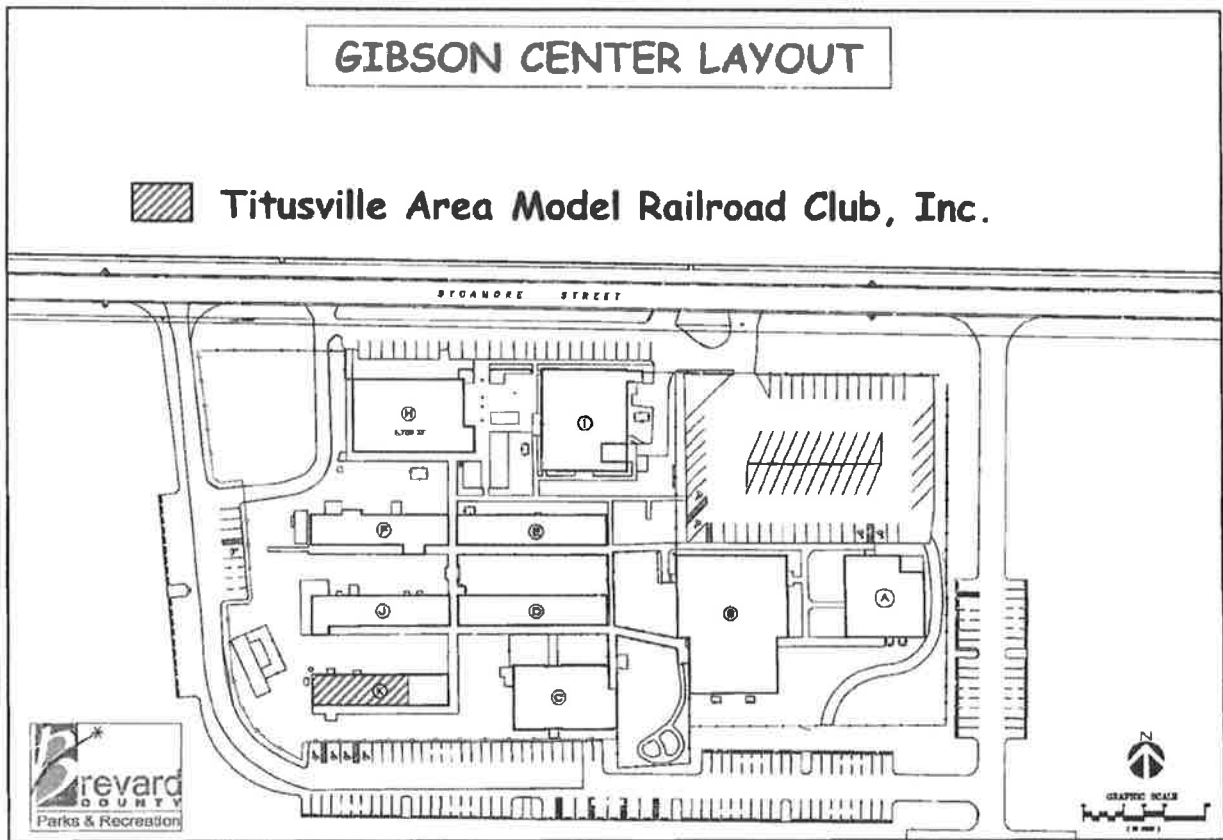


Exhibit "B"

Resolution Number 2021-073

A Resolution of the Board of County Commissioners of Brevard County, Florida, Pursuant to Section 125.35, Florida Statutes and Section 2-247 of the Brevard County Code of Ordinances, authorizing the lease of real property to a Not for Profit Corporation organized under the laws of the State of Florida; and proving for an effective date.

Whereas, Titusville Model Railroad Club, Inc. a 501(c)(3) tax exempt Not For Profit Corporation organized under the laws of the State of Florida (hereinafter referred to as "Tenant") has applied to the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter referred to as "County") to lease the west four rooms of Building K of the County public Property known as **Gibson Complex and Field** (hereinafter referred to as the "Property");

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

Whereas, the County finds that the Tenant's proposed use of the Property 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 Property was constructed.

Now, Therefore, Be it Resolved by the Board of County Commissioners of Brevard County, Florida, that:

1. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.
2. Gibson Complex and Field is a County owned Property and was constructed for the purpose of public programs and services.
3. The County has determined that this portion of the Property is not needed by the County.
4. The Tenant shall operate and maintain the Property to further the hobby of model railroad activities for youth and adult participants.
5. The County shall enter into a lease with the Tenant beginning on the date of the Board approval of the Lease for a term of two years with the option to renew for an additional

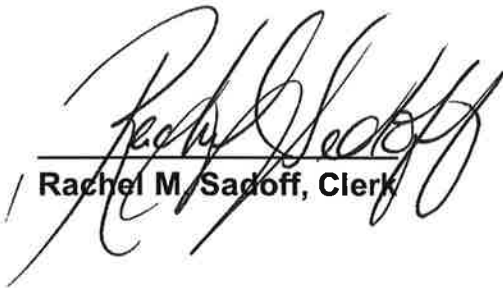
two-year term and a subsequent renewal for an additional one-year term.

6. The consideration for the lease shall be \$100.00 per month.
7. This Resolution shall take effect immediately upon its adoption. No obligation to Lease the Property to the Tenant shall arise until the Lease is executed by both parties.
8. In the event the Tenant fails to comply with the Lease, then the Property shall immediately revert to the County which shall thereafter have the right to reenter and repossess the property.

Done, Ordered, and Adopted this 18th day of May, 2021.

Attest:

**Board of County Commissioner
of Brevard County, Florida**


Rachel M. Sadoff, Clerk

By: 
Rita Pritchett, Chair

As approved by the Board on 5/18/2021.

Exhibit "C"

Titusville Area Model Railroad Club Inc.

Risk Acknowledgment Indemnification and Hold Harmless (Adult)

The novel coronavirus, Covid-19, has been declared a worldwide pandemic by the World Health Organization. Covid-19 is extremely contagious and is believed to spread mainly from person-to-person contact. This is a community exposure and the Brevard County Parks and Recreation Department is taking all reasonable preventative measures in order to reduce the spread of Covid-19. However, the Brevard County Parks and Recreation Department cannot guarantee that the below-named participant, your family or yourself will not become infected with Covid-19.

By signing this Risk Acknowledgment Indemnification and Hold Harmless Form, I, _____ (hereinafter "named participant"), hereby acknowledge the contagious nature of Covid-19 and voluntarily assume the risk that the named participant, my family or myself may be exposed to and/or become infected by Covid-19 by participating in the above-referenced Program and that such exposure or infection may result in personal injury, illness, permanent disability and/or death. I understand that the risk of becoming exposed to and/or infected by Covid-19 by participating in the activity Program may result from the actions, omissions, or negligence of myself and others, including but not limited to Brevard County Parks and Recreation Department employees, volunteers and other individuals. I voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury, illness and/or death to the named participant, my family or myself. On behalf of the named participant, I consent and agree to comply with all preventative measures required by the Program including, but not limited to temperature checks, required masks, and hand washing. I understand that failure of the named participant to comply with any requests from the Titusville Area Model Railroad Club, Inc. in relation to any preventative measures may result in the named participant's expulsion from the Program.

On behalf of the named participant, my family or myself, I hereby release, covenant not to sue, discharge, indemnify and hold harmless Brevard County, Florida, the Brevard County Parks and Recreation Department, its officers, employees, representatives, agents and assigns, of and from any and all claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating to the named participant's participation in the Program.

I represent and warrant that I have carefully read and fully understand all of the provisions of this Risk Acknowledgment Indemnification and Hold Harmless Form.

Participant Signature & Date: _____

Participant Printed Name: _____

Exhibit "C"

Titusville Area Model Railroad Club Inc.

Risk Acknowledgment Indemnification and Hold Harmless (Minor)

The novel coronavirus, Covid-19, has been declared a worldwide pandemic by the World Health Organization. Covid-19 is extremely contagious and is believed to spread mainly from person-to-person contact. This is a community exposure and the Brevard County Parks and Recreation Department is taking all reasonable preventative measures in order to reduce the spread of Covid-19. However, the Brevard County Parks and Recreation Department cannot guarantee that the below-named participant, your family or yourself will not become infected with Covid-19.

By signing this Risk Acknowledgment Indemnification and Hold Harmless Form, I, the parent/guardian of _____ (hereinafter "named participant"), hereby acknowledge the contagious nature of Covid-19 and voluntarily assume the risk that the named participant, my family or myself may be exposed to and/or become infected by Covid-19 by participating in the above-referenced Program and that such exposure or infection may result in personal injury, illness, permanent disability and/or death. I understand that the risk of becoming exposed to and/or infected by Covid-19 by participating in the activity of the Program may result from the actions, omissions, or negligence of myself and others, including but not limited to Brevard County Parks and Recreation Department employees, volunteers and other individuals. I, the parent/guardian of the named participant, voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury, illness and/or death to the named participant, my family or myself. On behalf of the named participant, I consent and agree to comply with all preventative measures required by the Program including, but not limited to temperature checks, required masks, and hand washing. I understand that failure of the named participant to comply with any requests from the Titusville Area Model Railroad Club, Inc. in relation to any preventative measures may result in the named participant's expulsion from the Program.

On behalf of the named participant, my family or myself, I hereby release, covenant not to sue, discharge, indemnify and hold harmless Brevard County, Florida, the Brevard County Parks and Recreation Department, its officers, employees, representatives, agents and assigns, of and from any and all claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating to the named participant's participation in the Program.

I represent and warrant that I have carefully read and fully understand all of the provisions of this Risk Acknowledgment Indemnification and Hold Harmless Form.

Parent/Guardian Signature & Date: _____

Parent/Guardian Printed Name: _____

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Titusville Model Railroad Club, Inc.		2. Amount: \$100/month	
3. Fund/Account #:		4. Department Name: Parks & Recreation	
5. Contract Description: Lease @ Gibson Complex & Field			
6. Contract Monitor: Melissa Renninger		8. Contract Type: LEASE/RENTALS	
7. Dept/Office Director: Mary Ellen Donner			
9. Type of Procurement: Other			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☒
☐

Purchasing

☐
☐

Risk Management

☐
☐

County Attorney

☐
☐

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

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Renninger, Melissa Digitally signed by Renninger, Melissa
Date: 2021.05.05 16:38:01 -04'00'

Purchasing

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Risk Management

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Lairsey, Matt Digitally signed by Lairsey, Matt
Date: 2021.05.05 16:54:24 -04'00'

County Attorney

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Rogers, Robin Digitally signed by Rogers, Robin
Date: 2021.05.06 09:42:43 -04'00'

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

From: Webmaster@BrevardWeb.org
To: [Renninger, Melissa L](#)
Subject: North Area Parks seeking organization to provide community & leisure services at the Gibson Complex
Date: Friday, March 19, 2021 10:14:19 AM

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

<p>Templatelogo</p> 	<p>Brevard County Parks and Recreation</p> <p>2725 Judge Fran Jamieson Way, Bldg. B Viera, Florida 32940</p>	<p>www.brevardparks.com</p> <p>Office: (321) 633-2046 Fax: (321) 633-2198</p>
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PARKS AND RECREATION DEPARTMENT

Jeff Davis Jr.
Area Manager
[\(321\) 264-5105](tel:3212645105)
jeff.davis@brevardfl.gov

FOR IMMEDIATE RELEASE
3/19/2021 10:07:44 AM

North Area Parks seeking organization to provide community & leisure services at the Gibson Complex

BREVARD COUNTY, FLORIDA -- Brevard County North Area Parks Operations is seeking an organization to provide a wide range of community services, family orientated leisure activities and host community functions (i.e. career training, theater, dance, mentoring, computer training) utilizing Building H and the cafeteria in Building I at the Gibson Complex located at 835 Sycamore Street in Titusville.

If you would like to be considered, you must submit the following in writing to Brevard County Parks and Recreation-North Area Parks Operations, 475 North Williams Avenue, Titusville, Florida 32796 by mail or email to jeff.davis@brevardfl.gov:

1. A written introduction about your organization.
2. Description of the program being offered with a calendar of events.
3. Copy of current Brevard County Business Tax Receipt (BTR) (if applicable).
4. Prior to award and execution of a contract a Certificate of Insurance must be provided to include \$1 Million Dollars in Comprehensive General Liability Coverage, Fire Damage

Liability Coverage in the amount of \$100,000 and Sexual Abuse and Molestation Insurance in the amount of \$1 Million Dollars. The Brevard County Board of County Commissioners must be listed as an additional insured.

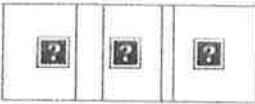
5. Prior to award and execution of a contract a Level 1 Background Investigation Check must be completed at the expense of the organization (in compliance with Brevard County's current Administrative Order).

A contract will be awarded based on the following: the type of program being offered, the amount of the proposed lease payment to the County, current and valid licenses (if applicable), successful completion of a Level I Background Investigation Check, flexibility and dependability in meeting the public demand, and the completeness of the written introduction.

The lease payment to the county will be a flat rate per month (plus any applicable sales tax) payable to Brevard County Parks and Recreation North Area Parks Operations. Monthly payments will be due in advance by the 10th day of every month.

All responses must be received at North Area Parks Operations by close of business on April 8, 2021 and include all the required documentation named above.

For questions, contact Jeff David, North Area Parks Operations Manager at 321-264-5105 or by email, jeff.davis@brevardfl.gov.



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BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

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9. Type of Procurement: Other			

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SIGNATURE

User Agency

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Purchasing

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☐

Risk Management

☐
☐

County Attorney

☐
☐

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APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

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Date: 2021.05.05 16:36:01 -04'00'

Purchasing

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Risk Management

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Lairsey, Matt Digitally signed by Lairsey, Matt
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"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
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Jeff Davis Jr.
Area Manager
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jeff.davis@brevardfl.gov

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Liability Coverage in the amount of \$100,000 and Sexual Abuse and Molestation Insurance in the amount of \$1 Million Dollars. The Brevard County Board of County Commissioners must be listed as an additional insured.

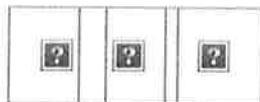
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For questions, contact Jeff David, North Area Parks Operations Manager at 321-264-5105 or by email, jeff.davis@brevardfl.gov.



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Brevard County
Parks and Recreation Department



Lease

Progressive Action Society, Incorporated

Gibson Complex and Field
835 Sycamore Street, Building H and the cafeteria in Building I
Titusville, Florida 32780

Effective May 18, 2021

Rental Payments are established at:
\$300.00 per month

Table of Contents

Section 1. Leased Property.....	5
Section 2. Term.....	5
Section 3. Rent.....	5
Section 4. Administration.	5
Section 5. Alterations, Changes and Additions.	5
Section 6. Americans with Disabilities Act Compliance.....	6
Section 7. Attorney's Fees.	6
Section 8. Background Investigation Check.....	6
Section 9. Business Interruption.....	7
Section 10. Construction of Contract.....	7
Section 11. Copyright.....	7
Section 12. Covenants against Assignment.....	7
Section 13. Dissolution.....	7
Section 14. Emergencies.	8
Section 15. Entire Contract.	8
Section 16. E-Verify.	8
Section 17. Fees and Charges.....	9
Section 18. Florida Public Records Law.....	9
Section 19. Force Majeure.	10
Section 20. Governing Law.	10
Section 21. Illegal, Unlawful, or Improper Use.	10
Section 22. Indemnification and Insurance.	10
Section 23. Independent Tenant.	12
Section 24. Licenses, Permits, and Taxes.	12
Section 25. Modification.....	12
Section 26. Music Performance.	12
Section 27. No Waiver of Covenants or Conditions.	13
Section 28. Notice.....	13
Section 29. Obligations of the Tenant.	13
Section 30. Obligations of the County.....	15
Section 31. Partial Destruction of Premises.	16
Section 32. Public Entity Crimes.	16
Section 33. Representation by the Tenant.....	17
Section 34. Reverter and Right of Re-Entry and Repossession.....	17
Section 35. Right of Entry by County.	17
Section 36. Right to Audit Records.	17

Section 37. Severability.....	18
Section 38. Statutes, Laws, Rules and Regulations.....	18
Section 39. Successors in Interest.....	18
Section 40. Surrender of Premises.....	18
Section 41. Termination for Convenience.....	18
Section 42. Unauthorized Alien Workers.....	18
Section 43. Venue.....	19
Signature Page.....	20
Exhibit "A"	21
Exhibit "B"	22
Exhibit "C"	24



Lease



This Contract, made by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **Progressive Action Society, Incorporated**, a Florida not for profit corporation, hereinafter referred to as "Tenant".

W i t n e s s e t h

Whereas, the County owns Property and public park commonly known as **Gibson Complex and Field** located at 835 Sycamore Street, Building H and the cafeteria in Building I, Titusville, Florida 32780; and

Whereas, the Tenant desires to lease a portion of the Property, Building H and the cafeteria in Building I, as depicted in Exhibit "A" (hereinafter "Property"); and

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

Whereas, the Tenant has an interest in providing community services to the citizens of the County, is well situated to do so, and has previously contracted with the County to provide such services; and

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

Whereas, the County has by Resolution, a copy of which is attached hereto as Exhibit "B", determined that these programs and services provided will promote public health, safety or welfare, will serve the public interest, will serve a public purpose, constitute a service that could be provided local government, and are compatible with the County purposes for the which the Property was constructed.

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

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

Section 1. Leased Property.

The County hereby leases to the Tenant and the Tenant hereby leases from the County Building H and the cafeteria in Building I of the Property as presently constituted. The property leased to Tenant is depicted in Exhibit "A", which is attached hereto and incorporated therein. The Property includes all improvements to the leased real property, whether constructed before or after the date of the Contract, and all fixtures, furniture, equipment and supplies, if any, placed on the leased property by the County. The Tenant shall have license to use the cafeteria in Building I beginning at 5:00 p.m. on Friday through 8:00 a.m. on Monday.

Section 2. Term.

This Contract shall be effective from May 18, 2021 for a period of two years. It is hereby mutually agreed and understood that the Tenant may request renewal of this Contract for an additional two-year term and a subsequent one-year term by submitting written request of intent to renew at least ninety days prior to the date of termination of the current term. Payments may be renegotiated on a yearly basis. The Tenant agrees it shall not be entitled to the renewal and agrees it shall not be entitled to any monies or damages should the Parks & Recreation Department Director (hereinafter referred to as "Director") decide not to renew this Contract.

Section 3. Rent.

Tenant shall pay to the County the amount of **Three Hundred Dollars** per month plus any applicable sales tax as rent for the use and occupancy of the Property. Payments shall be made by the tenth day of each month for the term of this Contract. Payments shall be submitted directly to North Area Parks Operations, 475 North Williams Avenue, Titusville, Florida 32796.

Section 4. Administration.

The Tenant, in accepting this Contract, acknowledges and agrees that the County shall have the right and the authority, but not the obligation, to adopt Rules and Regulations regulating Tenant's conduct of its business when operating in County Parks; to set schedules and times for operation and for use of all facilities; to resolve disputes between Tenant, or with County's residents or County property owners; and to take such other or further action as may, in the County sole discretion, be necessary to further or promote the public health, safety and welfare. Any decisions by any member of the County administration as it relates to the above authority may be appealed by the Tenant to the Parks and Recreation Director, or designee, whose decision shall be final.

Section 5. Alterations, Changes and Additions.

Any improvements, structural changes, alterations, or repairs, to the Property by the Tenant, must be requested in writing to the County, and mutually agreed upon by the County and the Tenant, with written permission granted by the Director prior to any actual work. Said request shall state the party responsible for funding such improvements. The plans, specifications, and location for all improvements, structures, landscaping, and facilities made by the Tenant to the Property shall be submitted in writing to and approved by the Director prior to the construction or

installation of such improvement, structure, landscaping or facility. It is hereby mutually agreed and understood that any building, structure, or facility located thereon and permanently attached thereto shall become the property of the County. If the Property requires closure for an extended period of time, it shall be requested by the Tenant at least thirty days in advance.

Section 6. Americans with Disabilities Act Compliance.

The County and Tenant shall conform to current requirements of the Americans with Disabilities Act (ADA) in the performance of this Contract, and shall not cause or place on the Property any condition causing the Property to become non-compliant. The parties shall work together to remedy any known violations of the ADA that may occur.

Section 7. Attorney's Fees.

In the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

Section 8. Background Investigation Check.

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

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

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

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

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

- A. Brevard County Clerk of Courts, Brevard Electronic Court Application
- B. Fingerprinting (Florida Department of Law Enforcement and National Federal Bureau of Investigations Criminal check through Volunteer & Employee Criminal History System)
- C. Department of Juvenile Justice check on individuals under the age of 18 when applicable and allowed in lieu of fingerprinting

- D. National Sex Offender Public Website
- E. Reference Checks
- F. Prior employment check
- G. Education/Licensing verification (case-by-case)
- H. Driver's license check (case-by-case)
- I. Drug Testing (case-by-case)

Section 9. Business Interruption.

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

Section 10. Construction of Contract.

The parties hereby acknowledge that they have fully reviewed this Contract and its attachments and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

Section 11. Copyright.

No reports, data, programs or other materials produced, in whole or in part, for the benefit and use of the County, under this Contract shall be subject to copyright by the Tenant in the United States or any other country.

Section 12. Covenants against Assignment.

Tenant shall not assign the Property, any part thereof, or any right or privilege connected therewith, without first obtaining the County's written consent, which consent the County may withhold in its sole discretion. Consent on one occasion by the County shall be construed as a subsequent consent to assignment, or occupation by other persons. The Tenant's unauthorized assignment or license to occupy shall be void, and shall terminate the Contract at the County's option. Tenant's interest in this Contract is not assignable by operation of law, nor is any assignment of its interest herein, without the County's written consent.

Section 13. Dissolution.

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

Section 14. Emergencies.

In the case of a general emergency as declared by the County, the County retains the right to immediately resume occupation, management, and maintenance of the Property, to use the facility to meet any emergency needs for the period of that emergency and a reasonable period of time thereafter as deemed necessary by the County. Tenant will be provided as much notice as is practicable depending on how suddenly the need arises and shall be provided an estimate of how long the need will continue. The County shall not be responsible for any damages, including but not limited to, loss of property or income created by the use of the Property by agencies which support the emergency response and recovery such as the Red Cross, Federal Emergency Management Agency and others. The County and Tenant shall work directly with such support agencies to recover the cost of restoration, lost equipment, and supplies used. During the period in which the County or other governmental or non-governmental agency occupies or manages the Property, Tenant's occupancy and any duties or obligations hereunder will be suspended. Any maintenance, damage, restoration, or repair to the Property necessitated during any suspension of Tenant's occupancy under this Contract will be the responsibility of and at the expense of the County. Repairs, rehabilitation, restoration or maintenance, the need for which arises as a result of such emergency suspension of Tenant's occupancy, shall all be diligently completed by the County, at the expense of the County, prior to Tenant reoccupying the Property. As used herein, an "emergency" will be defined as a period of civil unrest or riot, a period during which the military needs the Property 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 Property, is needed for public shelter, distribution of emergency supplies such as food or water, or other related event, or any other circumstance designated by the Brevard County Emergency Operations Center, as an emergency.

Section 15. Entire Contract.

This Contract, together with any Exhibits, constitutes the entire Contract between the County and Tenant and supersedes all prior written or oral understandings. This Contract and any Exhibits may only be amended, supplemented or canceled by a written instrument duly executed by both parties.

Section 16. E-Verify.

- A)** In accordance with Chapter 448.095, Florida Statutes, the Tenant shall register and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Tenant during the term of this Contract; and
- B)** The Tenant shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract; and

- C) The Tenant agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Tenant's enrollment in the program. This includes maintaining a copy of proof of the Tenant's and subcontractors' enrollment in the E-Verify Program.
- D) Compliance with the terms of this section is made an express condition of this Contract and the County may treat a failure to comply as a material breach of this Contract.
- E) A Tenant who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E verify program, the Tenant hires or employs a person who is not eligible for employment.
- F) Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Section 17. Fees and Charges.

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

Section 18. Florida Public Records Law.

Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Contract must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Tenant of the request and the Tenant shall provide the records to the County or allow the records to be inspected or copied within twenty-four hours (not including weekends or legal holidays) of the request so the County can comply with the requirements of Chapter 119, Florida Statutes, Florida Public Records Law. The Tenant may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If Tenant fails to provide the requested public records to the County within a reasonable time, the Tenant may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties pursuant to Section 119.10, Florida Statutes. Tenant's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination. If Tenant claims certain information is exempt and/or confidential, it must cite to specific statutory provisions or case law in order to justify removal or redaction of said information.

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

If the Tenant has questions regarding the application of Chapter 119, Florida Statutes, to the Tenant's duty to provide public records relating to this Contract, contact the Custodian of public: Misty Adams, Administrative Assistant, 2725 Judge Fran Jamieson Way, B203, Viera, Florida 32940; Email Records Custodian; Phone: (321) 633-2046.

Section 19. Force Majeure.

Neither party shall be responsible for damages or delays in performance caused by acts of God, strikes, lockouts or other events constituting force majeure beyond the reasonable control of the parties. Despite the foregoing, the Tenant shall make payments as otherwise provided herein.

Section 20. Governing Law.

This Contract shall be deemed to have been executed and entered into within the State of Florida and this Contract, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

Section 21. Illegal, Unlawful, or Improper Use.

The Tenant shall make no unlawful, improper, immoral, or offensive use of the Property nor will the Tenant use the Property or 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 breach of this Contract and shall result in the immediate termination of this Contract by the County, where upon the County shall be entitled to immediately require Tenant to remove the temporary concession vehicle and the County shall be entitled to re-enter and retake possession of the Property.

Section 22. Indemnification and Insurance.

A) The Tenant agrees that it will indemnify and hold harmless the County from any and all liability, claims, damages, expenses (including attorney's fees and costs), proceedings and causes of action of every kind and nature, arising out of or connected with the Tenant or Tenant's employees, contractors, subcontractors, agents, representatives or volunteer's use, occupation, management or control of the Property or any improvements thereon or any furniture, furnishings, equipment and fixtures utilized in connection therewith. The Tenant agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the arising from the Tenant's activities and that it will satisfy, pay, and

discharge any and all judgments that may be entered against the County in any such action or proceeding. It is agreed by the parties hereto that specific consideration has been paid under this Contract for this indemnification and hold harmless provision.

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

C) The Tenant shall ensure that each participant, employee, volunteer and other persons utilizing the Tenant's services and programs executes the Brevard County Parks Recreation Department Risk Acknowledgement Indemnification and Hold Harmless form (hereinafter "Participant Covid-19 Form") for each adult or minor participant, respectively. A copy of the Participant Covid-19 Form for both adult and minor participants is attached hereto and incorporated by reference into this Contract as Exhibit "C". The Tenant shall maintain all Participant Covid-19 Forms pursuant to the requirements of Section 18 and Section 36 of this Contract. Failure to comply with any requirements of this section may result in the termination of this Contract pursuant to Section 41 hereinbelow.

D) The Tenant agrees to provide and maintain at all times during the term of this Contract, without cost or expense to the County, policies of insurance generally known as comprehensive general liability policies insuring the Tenant against any and all claims, demands, and causes of action whatsoever for injuries received and damage to property and any improvements thereon by the Tenant. Such policies of insurance shall insure the Tenant in the amount of not less than:

1. **Comprehensive General Liability** in the amount of **One Million Dollars per occurrence** to cover any and all claims and costs arising in connection with any and all liability claims arising in connection with any particular accident or occurrence.
2. **Fire Damage Liability coverage in the amount of One Hundred Thousand Dollars.**
3. **Sexual Abuse and Molestation Insurance** in the amount of **One Million Dollars.**
4. The Tenant shall maintain Workers' Compensation Insurance in accordance with Florida Statute.

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

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

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

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

Section 23. Independent Contractor.

The Tenant shall perform the terms and conditions of this Contract as an independent contractor, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall, in any way, be construed to constitute the contractor or any of its agents or employees as the representative agents or employees of the County.

Section 24. Licenses, Permits, and Taxes.

Tenant agrees to secure and maintain all licenses and permits required to operate and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, in connection with the business or operation conducted under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules. Any such licenses and permits shall be maintained and posted if required, at appropriate places at the Property within thirty days of the execution of this Contract.

Section 25. Modification.

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

Section 26. Music Performance.

The Tenant shall not use, play or perform copyrighted music without appropriate licensing or other permission. The Tenant shall be solely responsible for obtaining appropriate licensing or

permission to use, play or perform copyrighted music. The use or performance of copyrighted music without appropriate licensing or other permission shall constitute a breach of this Contract. The Tenant agrees to indemnify and hold harmless the County, its officers, agents and employees against any and all claims, damages, losses and liabilities for unauthorized use or performance of copyrighted music.

Section 27. No Waiver of Covenants or Conditions.

The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained shall not be construed as a waiver of such covenant, condition, or option in any other instance. This Contract cannot be changed or terminated orally.

Section 28. Notice.

Notice under this Contract shall be given to the County by mailing written notice postage prepaid, to the Brevard County Parks and Recreation Department, North Area Parks Operations, 475 North Williams Avenue, Titusville, Florida 32796; and notice shall be given to the Tenant by mailing written notice, postage prepaid, Progressive Action Society, Incorporated, Jacqueline Idlette-Reason, President, 835 Sycamore Street H8, Titusville, Florida 32780.

Section 29. Obligations of the Tenant.

- A)** Tenant shall maintain Building H and the cafeteria in Building I in its present condition, ordinary wear and tear excepted. In the event that Tenant is found by County to have left Building I in a state less than clean and orderly, Tenant shall be charged a cleaning fee of Twenty-Five Dollars per hour per occurrence. Said fee shall be due within five days of receiving an invoice for payment of the fee. Both parties agree that the Director has complete discretion in determining if a building is left in a state less than clean and orderly.
- B)** Tenant shall keep the interior of the Building H and the cafeteria in Building I clean, sanitary, free of litter, rubbish or any obstacles that generated by the Tenant.
- C)** Tenant shall ensure the restrooms are cleaned and fully stocked with paper products and soap after each usage by Tenant.
- D)** Tenant shall be responsible for interior lightbulb replacements. Lightbulbs shall meet current energy standards in use by the County.
- E)** After consultation with the Tenant, the County shall determine the proper climatic control to ensure comfort and promote energy efficiency. The Tenant shall be responsible for utility costs resulting from excessive use of utilities.
- F)** Tenant shall not be responsible for maintenance and repairs due to vandalism unless such vandalism is due to Tenant's negligence.

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

1. All signage must comply with the Americans with Disabilities regulations and must be pre-approved by the Director.
2. Such signs shall be in compliance with any applicable jurisdiction's code or ordinance.
3. Signage shall be in good taste commensurate with an acceptable family-orientated environment.
4. Advertising of other businesses not related to the operation of the Property are prohibited.

H) All inspections, maintenance, repair, monitoring and costs associated with the security systems shall be the responsibility of the Tenant. The Tenant shall pay the expense of fire alarm monitoring.

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

J) Tenant shall submit a complete calendar of events or schedule outlining planned activities on a quarterly basis.

K) Tenant shall provide a list of Officers and designated liaisons. Any changes in the officers and/or liaison during the term of this contract shall be provided to the County within one week of the change.

L) Tenant shall submit a monthly report of attendance and volunteer hours by the tenth day of each month during the term of this contract.

M) Tenant shall be solely responsible for the proper safety, supervision, training and equipping of all participants.

N) Tenant shall provide and administer adequate personnel to supervise all activities sponsored or sanctioned by the Tenant which take place at the Property.

O) Issuance of keys may be authorized by the Director to provide access to the Property. If a key is lost by the Tenant, the Tenant shall be responsible for all costs associated with the replacement of the key and lock system as necessary. The Tenant shall be responsible for all repairs and/or replacement of equipment and materials needed due to the loss of a key. These costs include but are not limited to personnel, materials, and equipment

P) Membership must be open to the public without regard to race, color, religious creed, national origin, ancestry, age, gender, marital status, or disability.

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

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

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

T) Tenant shall cooperate fully with County officials in all matters relating to the Property.

Section 30. Obligations of the County.

A) County shall provide the Tenant with exclusive use of Building H and the cafeteria in Building I.

B) County shall maintain the Building H and the cafeteria in Building I's exterior in good condition. Maintenance and repair of the exterior structure includes:

1. rodent and termite control
2. exterior painting and sealing
3. irrigation system maintenance for the lawn
4. mow, edge and fertilize the lawns; weed and mulch landscapes; trim hedges, shrubs, and small trees; and remove dead, damaged or unwanted trees
5. keeping the parking area, sidewalks and area adjacent to the Property in a clean, neat, and sanitary manner, and free of debris
6. maintenance and repair of the sidewalks
7. maintenance and repair of the parking lot including parking signs, parking lot light poles and light bulbs, outside seating and the flagpole

C) County shall be responsible for the provision of maintenance, repair, and bear the cost of such, for the electrical distribution system from the load side of the meter can to all outlets. The County shall be responsible for the replacement of exterior light bulbs and all ballasts.

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

Section 31. Partial Destruction of Premises.

Partial destruction of the Property shall not render this Contract void, or terminate it except as herein provided. If the Property is partially destroyed during the term of this Contract, County may endeavor to make repairs, providing the County has the fiscal means to do so, and when such repairs can be made in conformity with local, state, and federal laws and regulations, within ninety days of the partial destruction. If the repairs cannot be so made in ninety days and the County does not elect to make them within a reasonable time, either party hereto has the option to terminate this Contract. If the Property is more than one-third destroyed, County or Tenant may at its option terminate this Contract, giving ninety-day notice to the other party.

Section 32. Public Entity Crimes.

A person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six months from the date of being placed on the convicted Contractor list.

Section 33. Representation by the Tenant.

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

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

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

Section 35. Right of Entry by County.

The County or its agents may at any time enter onto the Property for the purpose of inspection of same or for performing such other duties as are required by the terms of this Contract, or the rules, regulation, ordinances or laws of any governmental body.

Section 36. Right to Audit Records.

In performance of this Contract, the Tenant shall keep books, records, and account of all activities related to this Contract in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Tenant in conjunction with this Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County. The Tenant shall retain all documents, books and records for a period of five years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and Chapter 119, Florida Statutes. All records or documents created by or provided to the Tenant by the County in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Tenant shall ensure the public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract and following termination of the Contract if the Tenant does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Contract, the Tenant may transfer at no cost to the County, all public records in possession of the Tenant. If the Tenant transfers all public records to the County upon termination of the Contract, the Tenant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Section 37. Severability.

If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 38. Statutes, Laws, Rules and Regulations.

The Tenant's use of the Property will be in accordance with applicable laws, rules, regulations, policies and procedures approved by the Department and/or the County. The County reserves the right to disapprove any and all activities held at the Property, which may be in conflict with the Department's and/or the County's Policies and Administrative Orders, and agrees to furnish the Tenant with a copy of such rules, regulations, policies, procedures, and amendments thereto.

It shall be the Tenant's responsibility to be aware of and comply with all laws, statutes, ordinances, fire codes, rules, orders, regulations and requirements of all local, state, and federal agencies as applicable.

Section 39. Successors in Interest.

This Contract and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives, and assigns of the parties.

Section 40. Surrender of Premises.

Tenant shall surrender the Property to the County at the end of the Contract term in generally the same condition as when Tenant took possession, allowing for county-approved changes and modifications agreed to by the parties over time, reasonable wear and tear, damages by acts of God, including fire and storm. On or before the date of surrender, Tenant shall remove all business signs or symbols placed on the Property by Tenant and restore the portion of the Property on which they were placed in the same condition as before placement.

Section 41. Termination for Convenience.

Either party may terminate this Contract for their own convenience upon providing sixty day written notice to the other party. In the event of a termination for convenience, the parties agree that the only termination damages payable by either party will be prorated rent due to the County up to the date of termination

Section 42. Unauthorized Alien Workers.

Brevard County will not intentionally award publicly-funded contracts to any Tenant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider the employment by Tenant of unauthorized aliens a violation of Section 274A (e) of the INA and such violation shall be grounds for unilateral cancellation of this Contract by the County

Section 43. Venue.

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


(remainder of page left intentionally blank)

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

Attest:


Rachel M. Sadoff, Clerk of the Court

Board of County Commissioners
of Brevard County, Florida

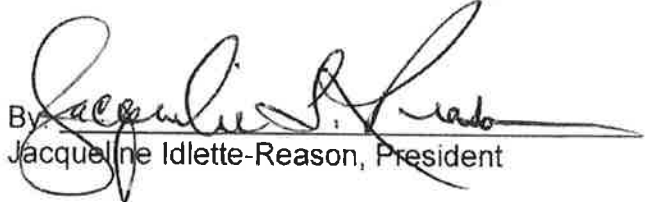
By: 
Rita Pritchett, Chair

As Approved by the Board on May 18, 2021

Reviewed for legal form and content:

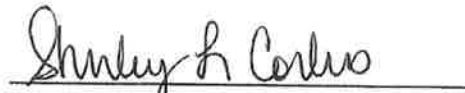

Robin Rogers
Assistant County Attorney

Progressive Action Society, Incorporated:

By: 
Jacqueline Idlette-Reason, President

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this 26th day of May, 2021 by Jacqueline Idlette-Reason, President of Progressive Action Society, Incorporated. She is personally known to me or has produced personally known as identification.


Notary Public


Typed/Printed Name



Exhibit "A"

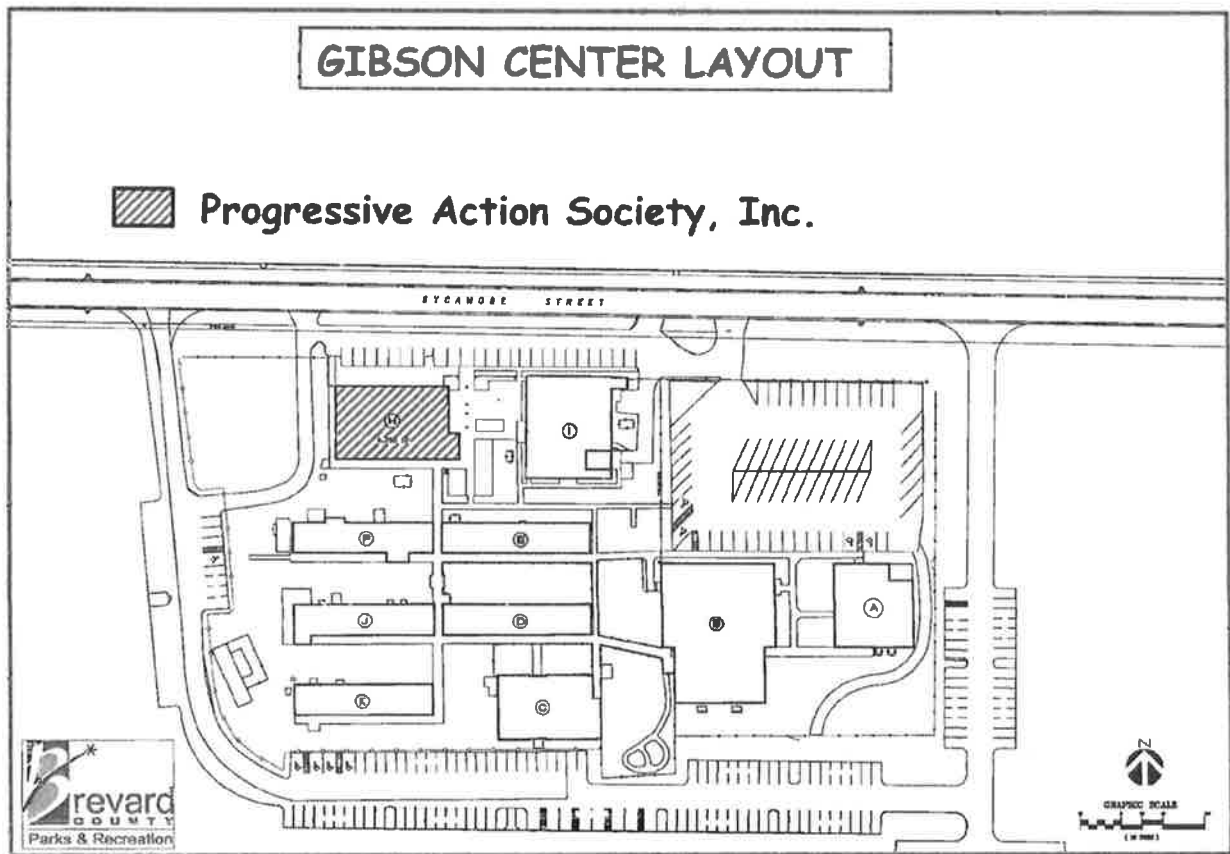


Exhibit "B"

Resolution Number 2021- 074

A Resolution of the Board of County Commissioners of Brevard County, Florida, Pursuant to Section 125.35, Florida Statutes and Section 2-247 of the Brevard County Code of Ordinances, authorizing the lease of real property to a Not for Profit Corporation organized under the laws of the State of Florida; and proving for an effective date.

Whereas, Progressive Action Society, Incorporated a 501(c)(3) tax exempt Not For Profit Corporation organized under the laws of the State of Florida (hereinafter referred to as "Tenant") has applied to the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter referred to as "County") to lease Building H and the cafeteria in Building I of the County public Property known as **Gibson Complex and Field** (hereinafter referred to as the "Property");

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

Whereas, the County finds that the Tenant's proposed use of the Property 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 Property was constructed.

Now, Therefore, Be it Resolved by the Board of County Commissioners of Brevard County, Florida, that:

1. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.
2. Gibson Complex and Field is a County owned Property and was constructed for the purpose of public programs and services.
3. The County has determined that this portion of the Property is not needed by the County.
4. The Tenant shall operate and maintain the Property for community events, functions, and programs.

5. The County shall enter into a lease with the Tenant beginning on the date of the Board approval of the Lease for a term of two years with the option to renew for an additional two-year term and a subsequent renewal for an additional one-year term.
6. The consideration for the lease shall be \$300.00 per month.
7. This Resolution shall take effect immediately upon its adoption. No obligation to Lease the Property to the Tenant shall arise until the Lease is executed by both parties.
8. In the event the Tenant fails to comply with the Lease, then the Property shall immediately revert to the County which shall thereafter have the right to reenter and repossess the property.

Done, Ordered, and Adopted this 18th day of May, 2021.

Attest:

**Board of County Commissioner
of Brevard County, Florida**


Rachel Sadoff, Clerk

By: 
Rita Pritchett, Chair

As approved by the Board on 5/18/2021.

Exhibit "C"

Progressive Action Society, Incorporated

Risk Acknowledgment Indemnification and Hold Harmless (Adult)

The novel coronavirus, Covid-19, has been declared a worldwide pandemic by the World Health Organization. Covid-19 is extremely contagious and is believed to spread mainly from person-to-person contact. This is a community exposure and the Brevard County Parks and Recreation Department is taking all reasonable preventative measures in order to reduce the spread of Covid-19. However, the Brevard County Parks and Recreation Department cannot guarantee that the below-named participant, your family or yourself will not become infected with Covid-19.

By signing this Risk Acknowledgment Indemnification and Hold Harmless Form, I, _____ (hereinafter "named participant"), hereby acknowledge the contagious nature of Covid-19 and voluntarily assume the risk that the named participant, my family or myself may be exposed to and/or become infected by Covid-19 by participating in the above-referenced Program and that such exposure or infection may result in personal injury, illness, permanent disability and/or death. I understand that the risk of becoming exposed to and/or infected by Covid-19 by participating in the activity Program may result from the actions, omissions, or negligence of myself and others, including but not limited to Brevard County Parks and Recreation Department employees, volunteers and other individuals. I voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury, illness and/or death to the named participant, my family or myself. On behalf of the named participant, I consent and agree to comply with all preventative measures required by the Program including, but not limited to temperature checks, required masks, and hand washing. I understand that failure of the named participant to comply with any requests from the Progressive Action Society, Incorporated in relation to any preventative measures may result in the named participant's expulsion from the Program.

On behalf of the named participant, my family or myself, I hereby release, covenant not to sue, discharge, indemnify and hold harmless Brevard County, Florida, the Brevard County Parks and Recreation Department, its officers, employees, representatives, agents and assigns, of and from any and all claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating to the named participant's participation in the Program.

I represent and warrant that I have carefully read and fully understand all of the provisions of this Risk Acknowledgment Indemnification and Hold Harmless Form.

Participant Signature & Date: _____

Participant Printed Name: _____

Exhibit "C"

Progressive Action Society, Incorporated

Risk Acknowledgment Indemnification and Hold Harmless (Minor)

The novel coronavirus, Covid-19, has been declared a worldwide pandemic by the World Health Organization. Covid-19 is extremely contagious and is believed to spread mainly from person-to-person contact. This is a community exposure and the Brevard County Parks and Recreation Department is taking all reasonable preventative measures in order to reduce the spread of Covid-19. However, the Brevard County Parks and Recreation Department cannot guarantee that the below-named participant, your family or yourself will not become infected with Covid-19.

By signing this Risk Acknowledgment Indemnification and Hold Harmless Form, I, the parent/guardian of _____ (hereinafter "named participant"), hereby acknowledge the contagious nature of Covid-19 and voluntarily assume the risk that the named participant, my family or myself may be exposed to and/or become infected by Covid-19 by participating in the above-referenced Program and that such exposure or infection may result in personal injury, illness, permanent disability and/or death. I understand that the risk of becoming exposed to and/or infected by Covid-19 by participating in the activity of the Program may result from the actions, omissions, or negligence of myself and others, including but not limited to Brevard County Parks and Recreation Department employees, volunteers and other individuals. I, the parent/guardian of the named participant, voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury, illness and/or death to the named participant, my family or myself. On behalf of the named participant, I consent and agree to comply with all preventative measures required by the Program including, but not limited to temperature checks, required masks, and hand washing. I understand that failure of the named participant to comply with any requests from the Progressive Action Society, Incorporated in relation to any preventative measures may result in the named participant's expulsion from the Program.

On behalf of the named participant, my family or myself, I hereby release, covenant not to sue, discharge, indemnify and hold harmless Brevard County, Florida, the Brevard County Parks and Recreation Department, its officers, employees, representatives, agents and assigns, of and from any and all claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating to the named participant's participation in the Program.

I represent and warrant that I have carefully read and fully understand all of the provisions of this Risk Acknowledgment Indemnification and Hold Harmless Form.

Parent/Guardian Signature & Date: _____

Parent/Guardian Printed Name: _____

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Progressive Action Society, Incorporated		2. Amount: \$300.00/month
3. Fund/Account #:	4. Department Name: Parks & Recreation	
5. Contract Description: Lease of Buildings H & I @ Gibson Complex & Filed		
6. Contract Monitor: Melissa Renninger		8. Contract Type: LEASE/RENTALS
7. Dept/Office Director: Mary Ellen Donner		
9. Type of Procurement: Other		

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

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

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Renninger, Melissa <small>Digitally signed by Renninger, Melissa Date: 2021.05.05 16:40:20 -04'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2021.05.05 16:56:19 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rogers, Robin <small>Digitally signed by Rogers, Robin Date: 2021.05.06 09:43:13 -04'00'</small>

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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



Brevard County
Parks and Recreation Department



Lease

Shining Stars Learning Academy, Inc.

Gibson Complex and Field
835 Sycamore Street,
Buildings D, F, 850 square feet of Building G and the kitchen in Building I
Titusville, Florida 32780

Effective May 18, 2021

Rental Payments are established at:
\$3,088.00 per month

Table of Contents

Section 1. Leased Property	5
Section 2. Term.....	5
Section 3. Rent.....	5
Section 4. Administration.	5
Section 5. Alterations, Changes and Additions.	5
Section 6. Americans with Disabilities Act Compliance.....	6
Section 7. Attorney's Fees.	6
Section 8. Background Investigation Check.....	6
Section 9. Business Interruption.....	7
Section 10. Construction of Contract.....	7
Section 11. Copyright.....	7
Section 12. Covenants against Assignment.....	7
Section 13. Dissolution.....	8
Section 14. Emergencies.	8
Section 15. Entire Contract.	8
Section 16. E-Verify.	9
Section 17. Fees and Charges.....	9
Section 18. Florida Public Records Law.....	9
Section 19. Force Majeure.	10
Section 20. Governing Law.	10
Section 21. Illegal, Unlawful, or Improper Use.	10
Section 22. Indemnification and Insurance.	11
Section 23. Independent Tenant.	12
Section 24. Licenses, Permits, and Taxes.	12
Section 25. Modification.	13
Section 26. Music Performance.	13
Section 27. No Waiver of Covenants or Conditions.	13
Section 28. Notice.	13
Section 29. Obligations of the Tenant.	13
Section 30. Obligations of the County.....	15
Section 31. Partial Destruction of Premises.	16
Section 32. Public Entity Crimes.	17
Section 33. Representation by the Tenant.	17
Section 34. Reverter and Right of Re-Entry and Repossession.....	17
Section 35. Right of Entry by County.	17
Section 36. Right to Audit Records.	17

Section 37. Severability.....18

Section 38. Statutes, Laws, Rules and Regulations.....18

Section 39. Successors in Interest.....18

Section 40. Surrender of Premises.....18

Section 41. Termination for Convenience.....18

Section 42. Unauthorized Alien Workers.....19

Section 43. Venue.....19

Signature Page.....20

Exhibit "A"21

Exhibit "B"22

Exhibit "C"24



Lease



This Contract, made by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **Shining Stars Learning Academy, Inc.**, a Florida not for profit corporation, hereinafter referred to as "Tenant".

W i t n e s s e t h

Whereas, the County owns Property and public park commonly known as **Gibson Complex and Field** located at 835 Sycamore Street, Buildings D, F, 850 square feet of Building G and the kitchen in Building I, Titusville, Florida 32780; and

Whereas, the Tenant desires to lease a portion of the Property, Buildings D, F, 850 square feet of Building G and the kitchen in Building I, as depicted in Exhibit "A" (hereinafter "Property"); and

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

Whereas, the Tenant has an interest in providing community services to the citizens of the County, is well situated to do so, and has previously contracted with the County to provide such services; and

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

Whereas, the County has by Resolution, a copy of which is attached hereto as Exhibit "B", determined that these programs and services provided will promote public health, safety or welfare, will serve the public interest, will serve a public purpose, constitute a service that could be provided local government, and are compatible with the County purposes for the which the Property was constructed.

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

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

Section 1. Leased Property.

The County hereby leases to the Tenant and the Tenant hereby leases from the County Buildings D, F, 850 square feet of Building G and the kitchen in Building I of the Property as presently constituted. The property leased to Tenant is depicted in Exhibit "A", which is attached hereto and incorporated therein. The Property includes all improvements to the leased real property, whether constructed before or after the date of the Contract, and all fixtures, furniture, equipment and supplies, if any, placed on the leased property by the County. The Tenant shall have license to use the kitchen in Building I beginning at 8:00 a.m. on Monday through 5:00 p.m. on Friday.

Section 2. Term.

This Contract shall be effective from May 18, 2021 for a period of two years. It is hereby mutually agreed and understood that the Tenant may request renewal of this Contract for an additional two-year term and a subsequent one-year term by submitting written request of intent to renew at least ninety days prior to the date of termination of the current term. Payments may be renegotiated on a yearly basis. The Tenant agrees it shall not be entitled to the renewal and agrees it shall not be entitled to any monies or damages should the Parks & Recreation Department Director (hereinafter referred to as "Director") decide not to renew this Contract.

Section 3. Rent.

Tenant shall pay to the County the amount of **Three Thousand Eighty-Eight Dollars** per month plus any applicable sales tax as rent for the use and occupancy of the Property. Payments shall be made by the tenth day of each month for the term of this Contract. Payments shall be submitted directly to North Area Parks Operations, 475 North Williams Avenue, Titusville, Florida 32796.

Section 4. Administration.

The Tenant, in accepting this Contract, acknowledges and agrees that the County shall have the right and the authority, but not the obligation, to adopt Rules and Regulations regulating Tenant's conduct of its business when operating in County Parks; to set schedules and times for operation and for use of all facilities; to resolve disputes between Tenant, or with County's residents or County property owners; and to take such other or further action as may, in the County sole discretion, be necessary to further or promote the public health, safety and welfare. Any decisions by any member of the County administration as it relates to the above authority may be appealed by the Tenant to the Parks and Recreation Director, or designee, whose decision shall be final.

Section 5. Alterations, Changes and Additions.

Any improvements, structural changes, alterations, or repairs, to the Property by the Tenant, must be requested in writing to the County, and mutually agreed upon by the County and the Tenant, with written permission granted by the Director prior to any actual work. Said request shall state the party responsible for funding such improvements. The plans, specifications, and

location for all improvements, structures, landscaping, and facilities made by the Tenant to the Property shall be submitted in writing to and approved by the Director prior to the construction or installation of such improvement, structure, landscaping or facility. It is hereby mutually agreed and understood that any building, structure, or facility located thereon and permanently attached thereto shall become the property of the County. If the Property requires closure for an extended period of time, it shall be requested by the Tenant at least thirty days in advance.

Section 6. Americans with Disabilities Act Compliance.

The County and Tenant shall conform to current requirements of the Americans with Disabilities Act (ADA) in the performance of this Contract, and shall not cause or place on the Property any condition causing the Property to become non-compliant. The parties shall work together to remedy any known violations of the ADA that may occur.

Section 7. Attorney's Fees.

In the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

Section 8. Background Investigation Check.

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

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

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

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

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

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

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

Section 9. Business Interruption.

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

Section 10. Construction of Contract.

The parties hereby acknowledge that they have fully reviewed this Contract and its attachments and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

Section 11. Copyright.

No reports, data, programs or other materials produced, in whole or in part, for the benefit and use of the County, under this Contract shall be subject to copyright by the Tenant in the United States or any other country.

Section 12. Covenants against Assignment.

Tenant shall not assign the Property, any part thereof, or any right or privilege connected therewith, without first obtaining the County's written consent, which consent the County may withhold in its sole discretion. Consent on one occasion by the County shall be construed as a subsequent consent to assignment, or occupation by other persons. The Tenant's unauthorized assignment or license to occupy shall be void, and shall terminate the Contract at the County's option. Tenant's interest in this Contract is not assignable by operation of law, nor is any assignment of its interest herein, without the County's written consent.

Section 13. Dissolution.

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

Section 14. Emergencies.

In the case of a general emergency as declared by the County, the County retains the right to immediately resume occupation, management, and maintenance of the Property, to use the facility to meet any emergency needs for the period of that emergency and a reasonable period of time thereafter as deemed necessary by the County. Tenant will be provided as much notice as is practicable depending on how suddenly the need arises and shall be provided an estimate of how long the need will continue. The County shall not be responsible for any damages, including but not limited to, loss of property or income created by the use of the Property by agencies which support the emergency response and recovery such as the Red Cross, Federal Emergency Management Agency and others. The County and Tenant shall work directly with such support agencies to recover the cost of restoration, lost equipment, and supplies used. During the period in which the County or other governmental or non-governmental agency occupies or manages the Property, Tenant's occupancy and any duties or obligations hereunder will be suspended. Any maintenance, damage, restoration, or repair to the Property necessitated during any suspension of Tenant's occupancy under this Contract will be the responsibility of and at the expense of the County. Repairs, rehabilitation, restoration or maintenance, the need for which arises as a result of such emergency suspension of Tenant's occupancy, shall all be diligently completed by the County, at the expense of the County, prior to Tenant reoccupying the Property. As used herein, an "emergency" will be defined as a period of civil unrest or riot, a period during which the military needs the Property 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 Property, is needed for public shelter, distribution of emergency supplies such as food or water, or other related event, or any other circumstance designated by the Brevard County Emergency Operations Center, as an emergency.

Section 15. Entire Contract.

This Contract, together with any Exhibits, constitutes the entire Contract between the County and Tenant and supersedes all prior written or oral understandings. This Contract and any Exhibits may only be amended, supplemented or canceled by a written instrument duly executed by both parties.

Section 16. E-Verify.

- A)** In accordance with Chapter 448.095, Florida Statutes, the Tenant shall register and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Tenant during the term of this Contract; and
- B)** The Tenant shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract; and
- C)** The Tenant agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Tenant's enrollment in the program. This includes maintaining a copy of proof of the Tenant's and subcontractors' enrollment in the E-Verify Program.
- D)** Compliance with the terms of this section is made an express condition of this Contract and the County may treat a failure to comply as a material breach of this Contract.
- E)** A Tenant who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E verify program, the Tenant hires or employs a person who is not eligible for employment.
- F)** Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Section 17. Fees and Charges.

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

Section 18. Florida Public Records Law.

Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Contract must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Tenant of the request and the Tenant shall provide the records to the County or allow the records to be inspected or copied within twenty-four hours (not including weekends or legal holidays) of the request so the County can comply with the requirements of Chapter 119, Florida Statutes, Florida Public Records Law. The Tenant may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If Tenant fails to provide the requested public records to the County within a reasonable time, the Tenant may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties pursuant to Section 119.10, Florida Statutes. Tenant's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination. If Tenant claims certain information is exempt and/or confidential, it must cite to specific statutory provisions or case law in order to justify removal or redaction of said information.

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

If the Tenant has questions regarding the application of Chapter 119, Florida Statutes, to the Tenant's duty to provide public records relating to this Contract, contact the Custodian of public: Misty Adams, Administrative Assistant, 2725 Judge Fran Jamieson Way, B203, Viera, Florida 32940; Email Records Custodian; Phone: (321) 633-2046.

Section 19. Force Majeure.

Neither party shall be responsible for damages or delays in performance caused by acts of God, strikes, lockouts or other events constituting force majeure beyond the reasonable control of the parties. Despite the foregoing, the Tenant shall make payments as otherwise provided herein.

Section 20. Governing Law.

This Contract shall be deemed to have been executed and entered into within the State of Florida and this Contract, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

Section 21. Illegal, Unlawful, or Improper Use.

The Tenant shall make no unlawful, improper, immoral, or offensive use of the Property nor will the Tenant use the Property or 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 breach of this Contract and shall result in the immediate termination of this Contract by the County, where upon the County shall be entitled to immediately require Tenant to remove the temporary concession vehicle and the County shall be entitled to re-enter and retake possession of the Property.

Section 22. Indemnification and Insurance.

A) The Tenant agrees that it will indemnify and hold harmless the County from any and all liability, claims, damages, expenses (including attorney's fees and costs), proceedings and causes of action of every kind and nature, arising out of or connected with the Tenant or Tenant's employees, contractors, subcontractors, agents, representatives or volunteer's use, occupation, management or control of the Property or any improvements thereon or any furniture, furnishings, equipment and fixtures utilized in connection therewith. The Tenant agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the arising from the Tenant's activities and that it will satisfy, pay, and discharge any and all judgments that may be entered against the County in any such action or proceeding. It is agreed by the parties hereto that specific consideration has been paid under this Contract for this indemnification and hold harmless provision.

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

C) The Tenant shall ensure that each participant, employee, volunteer and other persons utilizing the Tenant's services and programs executes the Brevard County Parks Recreation Department Risk Acknowledgement Indemnification and Hold Harmless form (hereinafter "Participant Covid-19 Form") for each adult or minor participant, respectively. A copy of the Participant Covid-19 Form for both adult and minor participants is attached hereto and incorporated by reference into this Contract as Exhibit "C". The Tenant shall maintain all Participant Covid-19 Forms pursuant to the requirements of Section 18 and Section 36 of this Contract. Failure to comply with any requirements of this section may result in the termination of this Contract pursuant to Section 41 hereinbelow.

D) The Tenant agrees to provide and maintain at all times during the term of this Contract, without cost or expense to the County, policies of insurance generally known as comprehensive general liability policies insuring the Tenant against any and all claims, demands, and causes of action whatsoever for injuries received and damage to property and any improvements thereon by the Tenant. Such policies of insurance shall insure the Tenant in the amount of not less than:

1. **Comprehensive General Liability** in the amount of **One Million Dollars per occurrence** to cover any and all claims and costs arising in connection with any and all liability claims arising in connection with any particular accident or occurrence.

2. **Fire Damage Liability coverage in the amount of One Hundred Thousand Dollars.**

3. **Sexual Abuse and Molestation Insurance** in the amount of **One Million Dollars.**

4. The Tenant shall maintain Workers' Compensation Insurance in accordance with Florida Statute.

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

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

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

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

Section 23. Independent Contractor.

The Tenant shall perform the terms and conditions of this Contract as an independent contractor, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall, in any way, be construed to constitute the contractor or any of its agents or employees as the representative agents or employees of the County.

Section 24. Licenses, Permits, and Taxes.

Tenant agrees to secure and maintain all licenses and permits required to operate and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, in connection with the business or operation conducted under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules. Any such licenses and permits shall be maintained and

posted if required, at appropriate places at the Property within thirty days of the execution of this Contract.

Section 25. Modification.

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

Section 26. Music Performance.

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

Section 27. No Waiver of Covenants or Conditions.

The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained shall not be construed as a waiver of such covenant, condition, or option in any other instance. This Contract cannot be changed or terminated orally.

Section 28. Notice.

Notice under this Contract shall be given to the County by mailing written notice postage prepaid, to the Brevard County Parks and Recreation Department, North Area Parks Operations, 475 North Williams Avenue, Titusville, Florida 32796; and notice shall be given to the Tenant by mailing written notice, postage prepaid, Shining Stars Learning Academy, Inc., Melissa M. Anderson, President, 3563 Rideway Avenue, Mims, Florida 32754.

Section 29. Obligations of the Tenant.

A) Tenant shall maintain Buildings D, F, 850 square feet of Building G and the kitchen in Building I in its present condition, ordinary wear and tear excepted. In the event that Tenant is found by County to have left Building I in a state less than clean and orderly, Tenant shall be charged a cleaning fee of Twenty-Five Dollars per hour per occurrence. Said fee shall be due within five days of receiving an invoice for payment of the fee. Both parties agree that the Director has complete discretion in determining if a building is left in a state less than clean and orderly.

B) Tenant shall keep the interior of the Buildings D, F, 850 square feet of Building G and the kitchen in Building I clean, sanitary, free of litter, rubbish or any obstacles that generated by the Tenant.

- C)** Tenant shall ensure the restrooms are cleaned and fully stocked with paper products and soap after each usage by Tenant.
- D)** Tenant shall be responsible for interior lightbulb replacements. Lightbulbs shall meet current energy standards in use by the County.
- E)** After consultation with the Tenant, the County shall determine the proper climatic control to ensure comfort and promote energy efficiency. The Tenant shall be responsible for utility costs resulting from excessive use of utilities.
- F)** Tenant shall not be responsible for maintenance and repairs due to vandalism unless such vandalism is due to Tenant's negligence.
- G)** Tenant, at its cost, shall be responsible for all interior and exterior signage it desires in order to advertise its programs, excluding parking signs.
1. All signage must comply with the Americans with Disabilities regulations and must be pre-approved by the Director.
 2. Such signs shall be in compliance with any applicable jurisdiction's code or ordinance.
 3. Signage shall be in good taste commensurate with an acceptable family-orientated environment.
 4. Advertising of other businesses not related to the operation of the Property are prohibited.
- H)** All inspections, maintenance, repair, monitoring and costs associated with the security systems shall be the responsibility of the Tenant. The Tenant shall pay the expense of fire alarm monitoring.
- I)** Except for those repairs and/or replacements which are the responsibility of the County, the Tenant shall promptly notify the County of the necessity of any and all maintenance and repairs needed to the exterior and/or the utility systems for the Property.
- J)** Tenant shall submit a complete calendar of events or schedule outlining planned activities on a quarterly basis.
- K)** Tenant shall provide a list of Officers and designated liaisons. Any changes in the officers and/or liaison during the term of this contract shall be provided to the County within one week of the change.
- L)** Tenant shall submit a monthly report of attendance and volunteer hours by the tenth day of each month during the term of this contract.

- M)** Tenant shall be solely responsible for the proper safety, supervision, training and equipping of all participants.
- N)** Tenant shall provide and administer adequate personnel to supervise all activities sponsored or sanctioned by the Tenant which take place at the Property.
- O)** Issuance of keys may be authorized by the Director to provide access to the Property. If a key is lost by the Tenant, the Tenant shall be responsible for all costs associated with the replacement of the key and lock system as necessary. The Tenant shall be responsible for all repairs and/or replacement of equipment and materials needed due to the loss of a key. These costs include but are not limited to personnel, materials, and equipment
- P)** Membership must be open to the public without regard to race, color, religious creed, national origin, ancestry, age, gender, marital status, or disability.
- Q)** Tenant shall maintain a high level of public relations that promotes a highly favorable family-orientated atmosphere. Tenant shall conduct said events and activities in a manner in which is courteous and fair to the public.
- R)** Tenant may request any person violating any applicable law, rule or regulation to leave the Property. If a patron remains in the Property after such request the Tenant shall immediately notify local law enforcement.
- S)** Tenant shall immediately report any accident or incident requiring response to the County.
- T)** Tenant shall cooperate fully with County officials in all matters relating to the Property.

Section 30. Obligations of the County.

- A)** County shall provide the Tenant with exclusive use of the Buildings D, F, 850 square feet of Building G and the kitchen in Building I.
- B)** County shall maintain the Buildings D, F, 850 square feet of Building G and the kitchen in Building I's exterior in good condition. Maintenance and repair of the exterior structure includes:
1. rodent and termite control
 2. exterior painting and sealing
 3. irrigation system maintenance for the lawn
 4. mow, edge and fertilize the lawns; weed and mulch landscapes; trim hedges, shrubs, and small trees; and remove dead, damaged or unwanted trees

5. keeping the parking area, sidewalks and area adjacent to the Property in a clean, neat, and sanitary manner, and free of debris

6. maintenance and repair of the sidewalks

7. maintenance and repair of the parking lot including parking signs, parking lot light poles and light bulbs, outside seating and the flagpole

C) County shall be responsible for the provision of maintenance, repair, and bear the cost of such, for the electrical distribution system from the load side of the meter can to all outlets. The County shall be responsible for the replacement of exterior light bulbs and all ballasts.

D) County shall be responsible for all inspections, maintenance and repair of the fire alarm and fire sprinkler system.

E) County shall be responsible for normal preventative maintenance of the electrical system from the meter including the power distribution and lighting systems.

F) County shall be responsible for the plumbing system from the meter to the building and all interior fixtures and piping.

G) County shall be responsible for the HVAC system.

H) Preventative maintenance encompasses regular examination, inspection, lubrication, testing and adjustments of equipment to ensure their proper functionality and to reduce their rate of deterioration.

I) County shall pay reasonable costs of all public utility charges. Said charges shall include telephone, electric, gas, water, sanitary sewer, and garbage collection which is provided to the Facility by the County, City or any other public agency or public utility.

J) Except as otherwise provided in the Contract, and except due to damage caused by Tenant, its invitees, employees, or other persons associated with Tenant, all roofing, roof drains, sewers, wastewater/sewer lines, structural outside walls, foundations, and structural portions of the Property shall be maintained, replaced and repaired by the County at its expense.

Section 31. Partial Destruction of Premises.

Partial destruction of the Property shall not render this Contract void, or terminate it except as herein provided. If the Property is partially destroyed during the term of this Contract, County may endeavor to make repairs, providing the County has the fiscal means to do so, and when such repairs can be made in conformity with local, state, and federal laws and regulations, within ninety days of the partial destruction. If the repairs cannot be so made in ninety days and the County does not elect to make them within a reasonable time, either party hereto has the

option to terminate this Contract. If the Property is more than one-third destroyed, County or Tenant may at its option terminate this Contract, giving ninety-day notice to the other party.

Section 32. Public Entity Crimes.

A person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six months from the date of being placed on the convicted Contractor list.

Section 33. Representation by the Tenant.

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

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

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

Section 35. Right of Entry by County.

The County or its agents may at any time enter onto the Property for the purpose of inspection of same or for performing such other duties as are required by the terms of this Contract, or the rules, regulation, ordinances or laws of any governmental body.

Section 36. Right to Audit Records.

In performance of this Contract, the Tenant shall keep books, records, and account of all activities related to this Contract in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Tenant in conjunction with this Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County. The Tenant shall retain all documents, books and records for a period of five years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and Chapter 119, Florida Statutes. All records or documents created by or provided to the Tenant by the County in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the County in a format compatible with the information technology systems of the County.

The Tenant shall ensure the public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract and following termination of the Contract if the Tenant does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Contract, the Tenant may transfer at no cost to the County, all public records in possession of the Tenant. If the Tenant transfers all public records to the County upon termination of the Contract, the Tenant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Section 37. Severability.

If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 38. Statutes, Laws, Rules and Regulations.

The Tenant's use of the Property will be in accordance with applicable laws, rules, regulations, policies and procedures approved by the Department and/or the County. The County reserves the right to disapprove any and all activities held at the Property, which may be in conflict with the Department's and/or the County's Policies and Administrative Orders, and agrees to furnish the Tenant with a copy of such rules, regulations, policies, procedures, and amendments thereto.

It shall be the Tenant's responsibility to be aware of and comply with all laws, statutes, ordinances, fire codes, rules, orders, regulations and requirements of all local, state, and federal agencies as applicable.

Section 39. Successors in Interest.

This Contract and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives, and assigns of the parties.

Section 40. Surrender of Premises.

Tenant shall surrender the Property to the County at the end of the Contract term in generally the same condition as when Tenant took possession, allowing for county-approved changes and modifications agreed to by the parties over time, reasonable wear and tear, damages by acts of God, including fire and storm. On or before the date of surrender, Tenant shall remove all business signs or symbols placed on the Property by Tenant and restore the portion of the Property on which they were placed in the same condition as before placement.

Section 41. Termination for Convenience.

Either party may terminate this Contract for their own convenience upon providing sixty day written notice to the other party. In the event of a termination for convenience, the parties agree

that the only termination damages payable by either party will be prorated rent due to the County up to the date of termination

Section 42. Unauthorized Alien Workers.

Brevard County will not intentionally award publicly-funded contracts to any Tenant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider the employment by Tenant of unauthorized aliens a violation of Section 274A (e) of the INA and such violation shall be grounds for unilateral cancellation of this Contract by the County

Section 43. Venue.

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

(remainder of page left intentionally blank)

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

Attest:



Rachel M. Sadoff, Clerk of the Court

Board of County Commissioners
of Brevard County, Florida

By: 
Rita Pritchett, Chair

As Approved by the Board on May 18, 2021

Reviewed for legal form and content:

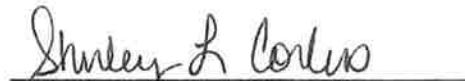
 5/6/2021
Robin Rogers
Assistant County Attorney

Shining Stars Learning Academy, Inc.:

By: 
Melissa M. Anderson, President

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this 26th day of May, 2021 by Melissa M. Anderson, President of Shining Stars Learning Academy, Inc. She is personally known to me or has produced personally known as identification.


Notary Public


Typed/Printed Name

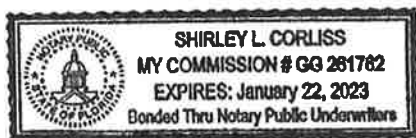


Exhibit "A"

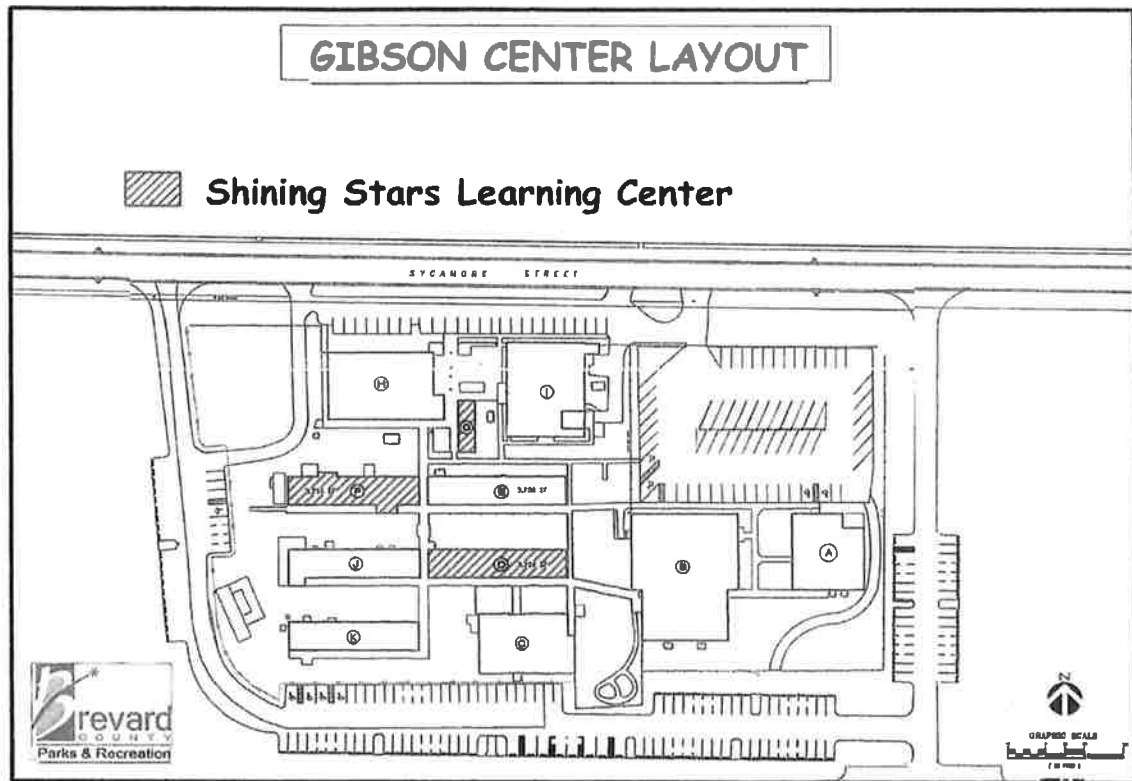


Exhibit "B"

Resolution Number 2021-

A Resolution of the Board of County Commissioners of Brevard County, Florida, Pursuant to Section 125.35, Florida Statutes and Section 2-247 of the Brevard County Code of Ordinances, authorizing the lease of real property to a Not for Profit Corporation organized under the laws of the State of Florida; and proving for an effective date.

Whereas, Shining Stars Learning Academy, Inc. a 501(c)(3) tax exempt Not For Profit Corporation organized under the laws of the State of Florida (hereinafter referred to as "Tenant") has applied to the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter referred to as "County") to lease Buildings D, F, 850 square feet of Building G and the kitchen in Building I of the County public Property known as **Gibson Complex and Field** (hereinafter referred to as the "Property");

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

Whereas, the County finds that the Tenant's proposed use of the Property 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 Property was constructed.

Now, Therefore, Be it Resolved by the Board of County Commissioners of Brevard County, Florida, that:

1. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.
2. Gibson Complex and Field is a County owned Property and was constructed for the purpose of public programs and services.
3. The County has determined that this portion of the Property is not needed by the County.
4. The Tenant shall operate and maintain the Property for the provision of childcare services.

5. The County shall enter into a lease with the Tenant beginning on the date of the Board approval of the Lease for a term of two years with the option to renew for an additional two-year term and a subsequent renewal for an additional one-year term.
6. The consideration for the lease shall be \$3,088.00 per month.
7. This Resolution shall take effect immediately upon its adoption. No obligation to Lease the Property to the Tenant shall arise until the Lease is executed by both parties.
8. In the event the Tenant fails to comply with the Lease, then the Property shall immediately revert to the County which shall thereafter have the right to reenter and repossess the property.

Done, Ordered, and Adopted this 18th day of May, 2021.

Attest:

**Board of County Commissioner
of Brevard County, Florida**



Rachel M. Sadoff, Clerk

By: 

Rita Pritchett, Chair

As approved by the Board on 5/18/2021.

Exhibit "C"

Shining Stars Learning Academy, Inc.

Risk Acknowledgment Indemnification and Hold Harmless (Adult)

The novel coronavirus, Covid-19, has been declared a worldwide pandemic by the World Health Organization. Covid-19 is extremely contagious and is believed to spread mainly from person-to-person contact. This is a community exposure and the Brevard County Parks and Recreation Department is taking all reasonable preventative measures in order to reduce the spread of Covid-19. However, the Brevard County Parks and Recreation Department cannot guarantee that the below-named participant, your family or yourself will not become infected with Covid-19.

By signing this Risk Acknowledgment Indemnification and Hold Harmless Form, I, _____ (hereinafter "named participant"), hereby acknowledge the contagious nature of Covid-19 and voluntarily assume the risk that the named participant, my family or myself may be exposed to and/or become infected by Covid-19 by participating in the above-referenced Program and that such exposure or infection may result in personal injury, illness, permanent disability and/or death. I understand that the risk of becoming exposed to and/or infected by Covid-19 by participating in the activity Program may result from the actions, omissions, or negligence of myself and others, including but not limited to Brevard County Parks and Recreation Department employees, volunteers and other individuals. I voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury, illness and/or death to the named participant, my family or myself. On behalf of the named participant, I consent and agree to comply with all preventative measures required by the Program including, but not limited to temperature checks, required masks, and hand washing. I understand that failure of the named participant to comply with any requests from the Shining Stars Learning Academy, Inc. in relation to any preventative measures may result in the named participant's expulsion from the Program.

On behalf of the named participant, my family or myself, I hereby release, covenant not to sue, discharge, indemnify and hold harmless Brevard County, Florida, the Brevard County Parks and Recreation Department, its officers, employees, representatives, agents and assigns, of and from any and all claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating to the named participant's participation in the Program.

I represent and warrant that I have carefully read and fully understand all of the provisions of this Risk Acknowledgment Indemnification and Hold Harmless Form.

Participant Signature & Date: _____

Participant Printed Name: _____

Exhibit "C"

Shining Stars Learning Academy, Inc.

Risk Acknowledgment Indemnification and Hold Harmless (Minor)

The novel coronavirus, Covid-19, has been declared a worldwide pandemic by the World Health Organization. Covid-19 is extremely contagious and is believed to spread mainly from person-to-person contact. This is a community exposure and the Brevard County Parks and Recreation Department is taking all reasonable preventative measures in order to reduce the spread of Covid-19. However, the Brevard County Parks and Recreation Department cannot guarantee that the below-named participant, your family or yourself will not become infected with Covid-19.

By signing this Risk Acknowledgment Indemnification and Hold Harmless Form, I, the parent/guardian of _____ (hereinafter "named participant"), hereby acknowledge the contagious nature of Covid-19 and voluntarily assume the risk that the named participant, my family or myself may be exposed to and/or become infected by Covid-19 by participating in the above-referenced Program and that such exposure or infection may result in personal injury, illness, permanent disability and/or death. I understand that the risk of becoming exposed to and/or infected by Covid-19 by participating in the activity of the Program may result from the actions, omissions, or negligence of myself and others, including but not limited to Brevard County Parks and Recreation Department employees, volunteers and other individuals. I, the parent/guardian of the named participant, voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury, illness and/or death to the named participant, my family or myself. On behalf of the named participant, I consent and agree to comply with all preventative measures required by the Program including, but not limited to temperature checks, required masks, and hand washing. I understand that failure of the named participant to comply with any requests from the Shining Stars Learning Academy, Inc. in relation to any preventative measures may result in the named participant's expulsion from the Program.

On behalf of the named participant, my family or myself, I hereby release, covenant not to sue, discharge, indemnify and hold harmless Brevard County, Florida, the Brevard County Parks and Recreation Department, its officers, employees, representatives, agents and assigns, of and from any and all claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating to the named participant's participation in the Program.

I represent and warrant that I have carefully read and fully understand all of the provisions of this Risk Acknowledgment Indemnification and Hold Harmless Form.

Parent/Guardian Signature & Date: _____

Parent/Guardian Printed Name: _____

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Shining Stars Learning Academy		2. Amount: \$3,088/month	
3. Fund/Account #:		4. Department Name: Parks & Recreation	
5. Contract Description: Lease for Buildings D, F, part of G and the kitchen in I @ Gibson Complex			
6. Contract Monitor: Melissa Renninger		8. Contract Type: LEASE/RENTALS	
7. Dept/Office Director: Mary Ellen Donner			
9. Type of Procurement: Request for Proposal (RFP)			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

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

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Renninger, Melissa <small>Digitally signed by Renninger, Melissa Date: 2021.05.05 16:41:45 -04'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2021.05.05 18:57:33 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rogers, Robin <small>Digitally signed by Rogers, Robin Date: 2021.05.06 09:43:40 -04'00'</small>

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Shining Stars Learning Academy		2. Amount: \$3,088/month	
3. Fund/Account #:		4. Department Name: Parks & Recreation	
5. Contract Description: Lease for Buildings D, F, part of G and the kitchen in I @ Gibson Complex			
6. Contract Monitor: Melissa Renninger		8. Contract Type:	
7. Dept/Office Director: Mary Ellen Donner		LEASE/RENTALS	
9. Type of Procurement: Request for Proposal (RFP)			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

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


SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Renninger, Melissa <small>Digitally signed by Renninger, Melissa Date: 2021.05.05 16:41:45 -04'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2021.05.05 16:57:33 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rogers, Robin <small>Digitally signed by Rogers, Robin Date: 2021.05.06 09:43:40 -04'00'</small>

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

SUBMIT SEALED PROPOSAL TO: BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940			REQUEST FOR PROPOSAL Proposal Acknowledgment	
PROCUREMENT ANALYST: Heather K. Beaudry heather.beaudry@brevardfl.gov		(321) 617-7390 Ext. 59335	AN EQUAL OPPORTUNITY EMPLOYER	FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX EXEMPT #59-6000523
PROPOSAL SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or DemandStar [®] website and VendorLink.				
RELEASE DATE: March 25, 2021	PROPOSAL TITLE: Gibson Center Education Institution Lease(s)	PROPOSAL NUMBER: P-5-21-16	PROPOSAL OPENING DATE AND TIME: April 16, 2021 at 10:00 AM	
PRE-PROPOSAL DATE, TIME, AND LOCATION: None scheduled.			<input type="checkbox"/> Mandatory <input type="checkbox"/> Non-Mandatory	PROPOSAL RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼ CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM ▼

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR PROPOSAL

BOND DATA

Yes ☐ No ☒

In cases where the amount of a surety bond exceeds \$500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

GENERAL CONDITIONS, TERMS, AND PROVISIONS

1. DEFINITIONS:

- a. **COUNTY** - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.
- b. **CONTRACTOR** - The term "CONTRACTOR" used herein refers to the dealer/ manufacturer/business organization submitting a Proposal to the County in response to this solicitation or any organization that will be awarded a contract pursuant to the terms, conditions and quotations of the Proposal.
- c. **USING AGENCY** - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.
- d. **HEAVY DUTY** - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.
- e. **QUALIFIED CONTRACTOR** - The best Contractor who has the capability in all respects to fully perform the Proposal requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the Contractor or its subcontractors' past performance for the Board, and any other information required by Board policies.
- f. **RESPONSIVE CONTRACTOR** - A Contractor who has submitted a bid or proposal, which conforms in all respects to the requirements of the solicitation, including, but not limited to, submission of the bid or proposal on required forms with all required information, signatures, and notarizations at the place and time specified.
- g. **DUE CAUSE** - An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

2. **SUBMISSION OF PROPOSALS:** All Proposals shall be submitted in a sealed envelope. The Proposal number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Proposal to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Contractor. Any Proposals received in Purchasing after the specified date and time will not be accepted. An original and number of copies indicated of the Proposal must be submitted unless otherwise noted.

3. **EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any Proposal entry must be initialed. The company and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.

4. **PROPOSAL OPENING:** Proposal opening shall be public on the date and time specified. Sealed proposals received by an agency pursuant to requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after Proposal or proposal opening, whichever is earlier in accordance with Florida Statute 119.071(1) (b) 2. The names of the Contractors submitting a competitive solicitation will be read aloud at the time of the opening. No details of the competitive solicitation

will be released. Proposal must be submitted on forms provided by the County. No other forms will be accepted. Telephone and telegraph Proposals will not be considered. No Proposal may be modified after opening. No Proposal may be withdrawn after opening for a period of thirty (30) days unless otherwise specified.

5. **PROPOSAL TABULATIONS:** Proposal tabulations are posted to: www.demandstar.com and VendorLink.

6. **CLARIFICATION/CORRECTION OF PROPOSAL ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.

7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Contractor. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940, or emailed to the attention of the applicable Purchasing Agent. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the Proposal. Any and all such interpretation and supplemental instructions will be in the form of a written addendum, which will ONLY be posted to www.demandstar.com and www.myvendorlink.com. Failure of any Contractor to receive any such addendum or interpretation shall not relieve said Proposer from any obligation under his Proposal as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Contractor received a copy of such addendum, it being understood that all Contractors are responsible to verify that they have received any such addenda prior to submitting their Proposal.

8. **EEO STATEMENT:** Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.

9. **PRICING:** Contractor prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for term of the contract unless a change is authorized by the County. The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Board of County Commissioners.

10. **ADDITIONAL TERMS & CONDITIONS:** The County reserves the right to reject Proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

11. **TAXES:** The County is exempt from Federal Excise Taxes and all sales taxes.

12. **DISCOUNTS:** All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Proposal evaluation purposes.

13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Contractor represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Contractor shall be responsible for performing the work necessary to meet County standards in a safe, neat, good and workmanlike manner.

14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be

- acceptable. Contractors offering "equal" products will be considered for award if such products are clearly identified in the Proposal and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Contractor clearly indicates in his Proposal that the Contractor is offering an "equal" product, the Contractor shall be considered as offering the same brand name product referenced in the specifications. If the Contractor proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of Proposals and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Contractor. Purchasing Services is not responsible for locating or securing any information, which is not identified in the Proposal and reasonably available to Purchasing Services. To ensure that sufficient information is available the Contractor shall furnish as a part of the Proposal, or prior to RFP opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Contractor proposes to furnish and what the County would be binding itself to purchase by making an award.
15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
 16. **ASSIGNMENT:** Any purchase order issued pursuant to this Proposal and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
 17. **INDEMNIFICATION:** The successful Contractor agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Contractor acknowledges adequate consideration for this indemnification provision.
 18. **PATENTS AND ROYALTIES:** The Contractor, without exception shall indemnify and save harmless the County and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
 19. **TRAINING:** If specified, Contractor(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any item(s) purchased from this Proposal.
 20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items not delivered as per delivery date in Proposal and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor. Any violations of these stipulations may also result in the Contractor name being removed from the Proposal list and the Contractor disqualified from doing business with the County.
 21. **SAFETY WARRANTY:** The selling dealer, distributor, Contractor, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
 22. **WARRANTY:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this Proposal shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this Proposal.
 23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all Proposals or waive any minor irregularity or technicality in Proposals received. Contractors are cautioned to make no assumptions unless their Proposal has been evaluated as being responsive and qualified. All awards made as a result of this Proposal shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. The County reserves the right to cancel an awarded Proposal upon due cause, i.e. Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.
 24. **Unless otherwise noted in the Proposal document, Contractors shall submit one Proposal only.**
 25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State Statutes and County Ordinances. All Contractors must disclose with their Proposal the name of any officer, director, or agent who is also an employee of Brevard County. Further, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest in the Contractor's firm or any of its branches.
 26. **PURCHASING CONTRACTS WITH OTHER GOVERNMENT ENTITIES:** Brevard County permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor(s).
 27. **DRUG-FREE WORKPLACE:** Whenever two or more proposals which are equal with respect to price, quality, and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has implemented a drug free workplace program (per Florida Statutes Section 287.087) shall be given preference in the award process.
 28. **LOBBYING STATEMENT:** All Contractors are hereby placed on notice the County Commission and staff shall not be contacted about this Proposal. Contractors and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the RFP; and written correspondence in regard to Proposals may be submitted to the Purchasing Manager. Each Proposal will have one purchasing staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify Contractor from consideration of award.
 29. **PUBLIC ENTITY CRIMES:** All Contractors are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction repair of a public building or public work, may not submit proposals 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 the threshold amount provided in 287.017 Fla. Stat. for CATEGORY TWO (currently \$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

30. **DISCRIMINATORY VENDOR LIST:** An Contractor placed on the Discriminatory Vendor List shall not submit a proposal for a contract to provide goods or services to a public entity, shall not submit a proposal on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit proposals for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

31. **SCRUTINIZED COMPANIES:** Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Contractor will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.
33. The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful Contractor is responsible for obtaining all permits necessary to construct the project. The County does not exempt itself from permitting requirements. The County shall pay all Brevard County permit, inspection and impact fees required for the project

or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.

34. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Proposal's total offer will be adjusted accordingly.
35. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this Proposal award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the Proposal to maintain continuous coverage during the life of the award.
36. **INCURRED COST:** The County is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this RFP are entirely the obligation of the Contractor and shall not be chargeable in any manner to the County.
37. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other Contract by which an interest is retained by the seller.
38. **SUBCONTRACTORS:** The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.
39. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.
40. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida; or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.
41. **ADDITION, DELETION OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this Contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the Contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the Contractor, and the contract manager upon completion of such portion.
42. **OPERATION DURING DISPUTE:** In the event the County has not canceled the Contract in accordance with the terms of the Contract, and there remains a dispute between the proposer and the County, the Contractor agrees to continue to operate and perform under the terms of the Contract while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
43. **CONTRACT TERMINATION:** The Contract resulting from this Proposal shall commence upon issuance and acceptance of the fully executed Contract. The County user agency shall issue orders against the Contract on an as needed basis. The Contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the Contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded

Contractor shall be paid for services performed through the date of termination.

44. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at Brian.Breslin@BrevardFL.gov, and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.
45. **CONTRACTOR RESPONSIBILITIES:** A Contractor, by submitting a Proposal, certifies that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the Contractor shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this Contract.
46. **SUPERVISION OF CONTRACT PERFORMANCE:** The Contractor's performance of the Contract will be monitored by the contract manager. The Contractor shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the Contractor, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.
47. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the proposal. The contract manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the Contractor and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
48. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP products encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.
49. **MONITORING OF WORK:** The Contractor shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall designate, in writing, a person to serve as liaison between the proposer and the County.
50. **PROMPT PAYMENT:** For payment promptness, the County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. The County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the County Purchase Order form. Contractors may offer cash discounts for prompt payment but they

will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

51. **RIGHT TO AUDIT RECORDS:** In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Contractor for a period of three (3) years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.

52. **UNAUTHORIZED ALIEN WORKERS:** The County will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. If the County is unable to electronically verify the lowest responsive responsible Contractor participates in the E-Verify Program; the lowest responsive responsible CONTRACTOR SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the County will enter into contract or issue notice to proceed with Contractor.

53. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Fla. Stat. and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the Contractor's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.

Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractor's obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of 119.07(1)(e) and (f), Fla. Stat.

Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal does not affect this right.

54. **REFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN, OR PRODUCED IN FLORIDA:** In accordance with 287.082, Fla. Stat., whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this State shall be given preference.
55. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of 165.043, Fla. Stat. punishable as a misdemeanor.
56. **TIE BIDS:** Award of all ties shall be made by the Purchasing Manager in accordance with State Statutes, which allows a Contractor certified as a Drug-Free Workplace to have precedence. When evaluation of Contractor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more Contractors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):
- For tie bids, quotations or proposals, priority shall be given to the Contractor certifying that the company is a Drug-Free Workplace as defined within 287.087, Fla. Stat.;
 - Should a tie still exist, in the case of proposals only, priority shall be given until the tie is broken, to the Contractor with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
 - In the event that a tie still exists after progressing through both options listed above, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected Contractors if they elect to be present.
57. **CONTRACTOR COMPLAINTS AND DISPUTES:** The County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:
- POSTING OF AWARD NOTICES**
FORMAL SEALED PROPOSALS: No later than three (3) business days after the selection committee recommendations are finalized, the Purchasing Manager or his designee shall post the selection committee's rankings and recommended award.

b. **PROCEEDINGS**

Any contractor who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

The formal written protest shall reference the proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a Hearing Coordinator and the County Attorney or designee may attend. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

c. **STAY OF PROCUREMENTS DURING PROTESTS**

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded Contractor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

Gibson Center Education Institution Lease(s)

P-5-21-16

TABLE OF CONTENTS

CONTENTS	PAGE NUMBER
Proposal Schedule	8
Submittal Checklist	9
Scope of Services and Specifications	10
Price Sheet	13
Evaluation Criteria	14
Proposal Format	15
Insurance and Indemnification Form	16
Reference Form	17
Contractor Affidavit Regarding Scrutinized Company List	18
Drug Free Workplace Form	20
Statement of No Proposal	21

Attachments: Attachment A – Map/Pictures of Property
Attachment B – Draft Lease – Option 1
Attachment C – Draft Lease – Option 2

Gibson Center Education Institution Lease(s)
P-5-21-16
PROPOSAL SCHEDULE

PROPOSAL SCHEDULE

The following anticipated timeline for completion of the RFP process and implementation has been established:

IDENTIFICATION DATE

March 25, 2021

RELEASE OF PROPOSAL

April 7, 2021 at 5:00 pm

DEADLINE FOR QUESTIONS

April 16, 2021 at 10:00 am

PROPOSAL DUE DATE

April 26, 2021 at 9:00 am

SELECTION COMMITTEE MEETING

May 18, 2021 at 9:00 am

RECOMMENDATION TO THE BOARD

Gibson Center Education Institution Lease(s)

P-5-21-16

PROPOSERS CHECKLIST

The items indicated are required for submission with your proposal. Failure to submit any items indicated as required may result in rejection of the proposal. Offers to provide required items after the date and time designated for the receipt of proposals will not be considered.

☐ **Proposal Copies: One (1) original, three (3) copies, and one (1) electronic copy on USB drive or CD**

☐ **Required Proposal Format – See Page 15 for details.**

Please be sure to include protruding tabs and bind your proposal.

- Tab 1 – Letter of Introduction and Executive Summary
- Tab 2 – Table of Contents
- Tab 3 – Service to the local area, detailing instructional component
- Tab 4 – Monthly lease payment to County
 - Completed, signed price sheet – **page 13**
- Tab 5 – Past Performance
 - Completed Reference Form with minimum three (3), maximum five (5) references including contact name, phone number and email address. – **Page 17**
- Tab 6 – Required Forms (copy from checklist – cross reference for consistency)
 - Completed Affidavit Regarding Scrutinized Company List – **Page 18**
 - Completed Drug-Free Workplace Form – **Page 20**

Gibson Center Education Institution Lease(s)

P-5-21-16

SCOPE OF SERVICES

1. **INTRODUCTION/PURPOSE:** Brevard County Board of County Commissioners invites interested parties to submit proposals for two separate leases of buildings at the Gibson Center in Titusville, FL. Address: 835 Sycamore St, Titusville, FL 32780. The Board of County Commissioners will lease the property to the highest and best proposers based on the service to the local area specific to educational/instructional component of services offered to the surrounding community.

Option 1 - Lease of Buildings D, F, 850 square feet of Building B and the kitchen in Building I.

Option 2 - Lease Building A, B (gymnasium), E and the cafeteria in Building I.

Proposers may bid on Option 1, Option 2, or both options.

The successful proposers will be required to execute a lease agreement in substantially the same form as the terms and conditions specified in the draft lease attached to this Request for Proposal (RFP).

2. **CONTRACT PERIOD:**

The term of the contract will be two years from execution of the contract, with the option to renew for a two-year period and an option to renew for a one-year period. Based on the responses to this RFP, the Selection Committee will select and make a recommendation to the Board of County Commissioners for a contractor to lease the premises as listed in this RFP.

3. **PROPOSAL SUBMITTAL:**

Please submit **one (1) original and three (3) copies, plus one electronic copy on USB flash drive or CD/DVD** no later than 10:00 a.m. local time April 16, 2021. Paper copies must be provided, and must be accompanied by an equivalent electronic PDF file.

Sealed proposals must be clearly marked as follows:

RFP# 5-21-16 - Gibson Complex Education Institution Lease(s)

And Returned to:

Purchasing Services

Brevard County Government Center

2725 Judge Fran Jamieson Way, 3rd Floor, Suite C303

Viera, FL 32940

****Please be sure to note your company name on the outside of your package.**

All proposals received on or before the due date and time will be opened at **10:00 a.m. local time April 16, 2021**, at which time, the names of the contractors submitting proposals will be read. No details of the proposals or the contents shall be disclosed until notice of intent to award or thirty (30) days after opening of the proposals, whichever occurs first, in accordance with Chapter 119.071 (1), Florida Statutes.

***Note:** Please ensure that if you use a third party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your proposal only to Purchasing Services on the third (3rd) floor at the above address. **Contractors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk. To be considered, a proposal must be accepted in Purchasing Services no later than the RFP closing date and time.** If the proposal is delivered anywhere else, it may not reach Purchasing Services in time.

4. **PRE-PROPOSAL MEETING DATE AND TIME:**

Not required for this RFP.

6. **INFORMATION OR CLARIFICATION:**

For information concerning procedures for responding to this request for proposal, contact Heather K. Beaudry, Purchasing Services at 321-617-7390, or by email at heather.beaudry@brevardfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services. No interpretation of the meaning of the proposal, any correction of any apparent ambiguity, inconsistency or error therein, will be made by any proposers orally. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, Florida, 32940, or emailed to the attention of Heather K. Beaudry at heather.beaudry@brevardfl.gov. To be given consideration, such requests must be received in writing **by April 7, 2021 at 5:00 pm**. All such interpretations and supplemental instructions will be in the form of written Addenda to the Proposal. Only the interpretation or correction so given by the Procurement Analyst in writing shall be binding. Any request for additional information should be referred to the County Office of Purchasing Services.

Any addenda will be transmitted in writing through Purchasing Services and posted to Demandstar and VendorLink. The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a proposal to verify receipt of all documents to include written addendum.

Interviews may be conducted. Proposals will be reviewed, scored and ranked by a Selection Committee using the evaluation criteria as outlined herein, and may conduct interviews from the top ranked contractors. The Selection Committee will make recommendations to the Board of County Commissioners, which has the sole authority to make the final determination to award, revise, or reject a contract with the "selected Contractor."

The County will not be bound by oral explanations or instructions given at any time during the competitive process or afterward.

Right to Submitting Material: All responses, inquiries or correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the Contractors will become the property of Brevard County.

Contract Negotiation: The County at its sole discretion, reserves the right to enter into contract negotiations with the #1 ranked, responsive, responsible Contractor. If the County and said Contractor cannot negotiate a successful contract, the County may terminate said negotiations and begin negotiations with the next highest ranked, responsive, responsible Contractor. This process will continue until a Contract acceptable to the County has been executed or all Proposals are rejected. No Contractor shall have any rights against the County arising from such negotiations or termination thereof.

Gibson Center Education Institution Lease(s)
P-5-21-16
SPECIFICATIONS

Specifications

Gibson Center is located at 835 Sycamore St, Titusville, FL 32780.

Option 1 - Lease of Buildings D, F, 850 sq. feet of Building B and the kitchen in Building I.

Option 2 - Lease of Building A, B (gymnasium), E and the cafeteria in Building I.

- Proposal respondents are limited to those organizations and businesses that provide educational services to the community
- Educational services that may be operated in the leased premises include but are not limited to, Pre-schools, K-9 school, tutoring and mentoring services
- Utilities are paid by the County
- All Company staff, administration and volunteers must be able to pass a high-level background check to be conducted by the County and will be paid for by the Contractor
- Respondents must have a minimum of 4 years of similar experience to those requested in this Request for Proposal
- Leasee will be responsible for payment of fire and alarm monitoring
- Leasee will be responsible for all interior cleaning of the leased facilities
- Leasee will supply and own all furniture
- County will handle repairs not caused by leasee. Any damages caused by the tenant must be repaired by tenant at the tenants cost in coordination with County staff.
- The County will not be responsible for rental fees for occasional use of the facilities, that will be scheduled in advance. This use will be limited to no more than 12 times per calendar year.

Management Agreement

The successful leasee of lease grouping Option 2 (Lease of Building A, B (gymnasium), E and the cafeteria in Building I), will have the opportunity negotiate a Management Agreement for the operation of the gymnasium. It is Parks and Recreation department's intent, that the gymnasium be open for public use after school, in the evenings and on the weekends. Gymnasium times of operation will be negotiated in the management agreement.

Gibson Center Education Institution Lease(s)
P-5-21-16
PRICE SHEET

Lease Options

Proposers may bid on Option 1, Option 2, or both.

Option	Item Description	Monthly Rental Amount	Yearly Rental Amount
			<i>Multiply the monthly amount by 12.</i>
1	Lease of Buildings D, F, 850 square feet of Building B and the kitchen in Building I.	\$	\$
2	Lease Building A, B (gymnasium), E and the cafeteria in Building I.	\$	\$

ACH PAYMENTS

Does your company accept ACH Payment Method? ____ Yes / ____ No

PROMPT PAYMENT DISCOUNT

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered, please state discount and terms:

ADDENDUM ACKNOWLEDGMENT

Contractor acknowledges receipt of amendments by indicating amendment number and its date of issue.

Add. No. _____ Dated _____ // Add. No. _____ Dated _____

Add. No. _____ Dated _____ // Add. No. _____ Dated _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for RFP# 5-21-16 / Gibson Center Education Institution Lease(s).

CONTRACTOR NAME _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE _____ DATE _____

TELEPHONE # _____ FAX # _____

EMAIL _____

Gibson Center Education Institution Lease(s)

P-5-21-16

EVALUATION AND SELECTION PROCESS

Evaluation of proposals will be conducted by an evaluation committee comprised of qualified County staff. The committee will evaluate, score and rank all responsive proposals based upon the information and references contained in the proposals submitted. Once each member of the Selection Committee has rated each proposal and completed a rating sheet, a composite is developed which indicates the Committee's collective ranking of the highest rated proposal in a descending order. Based on the response to this RFP, the Selection Committee will select and/or recommend to the Board of County Commissioners those contractor(s) qualified to provide to the County the services required under this RFP.

The following people have been selected to serve on the selection and negotiation committee:

- Parks & Recreation Director
- Central Services Director
- Housing & Human Services Director

The following criteria will be used for evaluating Proposals for Brevard County and will be based on certain objective and subjective considerations as listed below:

	Criteria	Points Possible
1	Service to the local area, educational and instructional component	45
2	Price: Monthly lease payment to the County	20
3	Past Performance including References – minimum three (3) maximum five (5)	35
		Total 100

TOTAL POINTS POSSIBLE 100

Recommendation of award of this contract will be based on the selection criteria stated above.

Gibson Center Education Institution Lease(s)
P-5-21-16
PROPOSAL FORMAT

Interested Contractors who would like to be considered for this project should submit a Proposal accompanied by pertinent information relating to the company's experience, qualifications, personnel, availability, and capability to provide and perform all of the professional services necessary to complete this project in an effective and timely manner. The Contractor's Proposal shall include:

Proposers are to submit in the following format:

Submissions are to be printed on 8.5 x 11" paper, 12-point font, numbered sequentially, with protruding tabs dividing the sections and bound in a manner that pages remain together. Pages will be counted as one page per side of page. For example, three pages can be 3 single sided pages or 1.5 double-sided pages.

Tab 1. Letter of Introduction and Executive Summary

- Include a cover letter and executive summary
- Maximum 3 pages

Tab 2. Table of Contents

- Include a table of contents
- Maximum 1 page

Tab 3. Service to the local area, instructional component (45 Possible Points)

- Only those proposers who provide an educational service component and serves the community will be considered
- Please provide a detailed summary of the intended educational use of the leased buildings and the demographic of the Community members served
- Maximum 5 pages

Tab 4. Monthly lease payment to the County (20 Possible Points)

- Price Sheet – Page 13, completed and signed
- Price will be objectively scored when applicable and where able to do so.

Tab 5. Past Performance including references (Total Possible Points 35)

- Please include a narrative summary of previous programs administered of a similar nature to those services being requested in this RFP
- Maximum 5 pages (not counting the reference form)
- Complete the Reference Form – Page 17, listing a minimum of three / maximum of five separate and verifiable clients on the included Reference Form. Clients listed must be for completed work most closely related those services requested in this RFP. Emphasis should be placed on projects completed within the last 5 years. Please be sure to include a complete contact information including, name, phone number and email address. We recommend you notify these individuals that they will be contacted by Brevard County during our reference check process. The County reserves the right to check other references from clients beyond those submitted. Please do not include any confidential clients.

Tab 6. Required Proposal Forms (not included in other tabs)

- Contractor Affidavit Regarding Scrutinized Company List
- Drug-Free Workplace Form

Gibson Center Education Institution Lease(s)
P-5-21-16
EVALUATION AND SELECTION PROCESS
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Contractor under this Contract for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The Contractor providing services under this Contract will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

Gibson Center Education Institution Lease(s)
P-5-21-16
REFERENCE FORM

REFERENCES – PROJECTS

List customers for the services specified in the solicitation in the spaces provided below giving the company name, contact person, address, telephone number, and date services were performed, as described. **Minimum three (3), maximum (5).**

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do NOT list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #2. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #3. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #4. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #5. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

CONTRACTOR NAME _____
ADDRESS _____
PRINTED SIGNATURE _____
AUTHORIZED SIGNATURE _____
TELEPHONE # _____ FAX# _____ DATE _____
EMAIL _____

Gibson Center Education Institution Lease(s)

P-5-21-16

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared

_____, who, being by me first duly sworn, made the following statement:

1. The Business address of _____ (name of contractor) is

2. My relationship to _____ (name of contractor) is

(relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. _____ (name of contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. _____ (name of contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. _____ (name of contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20____.

Notary Public

My commission expires:



Gibson Center Education Institution Lease(s)
P-5-21-16
CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

Business Name

Bid Number and Name

Authorized Representative's Signature

Date

Name

Position

Gibson Center Education Institution Lease(s)
P-5-21-16
STATEMENT OF NO PROPOSAL

NOTE: If you do not intend to bid on this requirement, please return this form to:

Brevard County Purchasing Services
2725 Judge Fran Jamieson Way, Bldg C Suite 303
Viera, FL 32940

We the undersigned have declined to bid on your Proposal No. P-5-21-16 for the following reasons:

- ☐ Specifications too "tight," i.e., geared toward one brand or manufacturer only (explain below).
- ☐ Insufficient time to respond to the Request for Proposal (RFP).
- ☐ We do not offer this product or equivalent.
- ☐ Our product schedule would not permit us to perform.
- ☐ Specifications unclear (explain below).
- ☐ Remove our company from bid list.
- ☐ Other (specify below).

Remarks: _____

PLEASE PRINT

COMPANY NAME _____

COMPANY ADDRESS _____

TELEPHONE NUMBER _____

PRINTED SIGNATURE _____

AUTHORIZED SIGNATURE _____

NOTE: Failure to submit either a Proposal or a Statement of No Proposal may be cause for removal from the Brevard County Purchasing Services Contractor database.

Gibson Center Education Institution Lease(s)
RFP#5-21-16
April 9, 2021
Addendum 1

TO ALL PROSPECTIVE CONTRACTORS

This is an Addendum to and shall be considered as part of the original Proposal package for the above-mentioned Proposal. Contractors are requested to acknowledge receipt of this Addendum with their Proposal.

CLARIFICATION TO QUESTIONS ASKED RECEIVED:

- Question 1:** There is nothing in the proposal (option 1 or 2) in reference to the gym and funding for the gym management. Is that to be added/included by the proposal writer? Is that separate from The Life Center Academy's leasing proposal?
- Answer 1:** Per page 12 of the Request for Proposal, the successful lease of lease grouping Option 2 (Lease of Building A, B (gymnasium), E and the cafeteria in Building I), will have the opportunity to negotiate a Management Agreement for the operation of the gymnasium.
- Question 2:** In the proposal there is an option one and two. Are we able to deviate from those two options and create an option 3?
- Answer 2:** As stated on page 10 of the Request for Proposal, Proposers may bid on Option 1, Option 2, or both options. No other options will be considered.

Please note that the proposal opening date and time remains **April 16, 2021 10:00 am.**

All other terms and conditions remain unchanged.

Sincerely,

Summer Wyllie
Procurement Supervisor

cc: file
Parks & Recreation Department

END OF ADDENDUM NO. 1