



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.27.

5/21/2024

Subject:

Revision of BCC-56 Policy, Public Use of Meeting Rooms at the Brevard County Government Centers

Fiscal Impact:

The updates will help to offset the County's cost associated with meeting room utilization by the public.

Dept/Office:

District 3 Commission Office

Requested Action:

It is requested the Board of County Commissioners adopt the proposed revisions to BCC- 56, Public Use of Meeting Rooms at the Brevard County Government Centers

Summary Explanation and Background:

The Board's Policy BCC-56 has been updated and addresses the following items:

- Added that users must submit a Meeting Room Reservation Form
- Developed a process to utilize meeting rooms for Special Events
- Increased fees to reflect current meeting room and security rates
- Provided a seven business day notice requirement to reserve and cancel a meeting room reservation
- Added a violation of policy provision

Clerk to the Board Instructions:

None



May 22, 2024

MEMORANDUM

TO: Frank Abbate, County Manager

RE: Item F.27., Revision of Policy BCC-56, Public Use of Meeting Rooms at the Brevard County Government Centers

The Board of County Commissioners, in regular session on May 21, 2024, approved proposed revisions to Policy BCC-56, Public Use of Meeting Rooms at the Brevard County Government Centers. Enclosed is the original Policy.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell
Kimberly Powell, Clerk to the Board

/tr

Encl. (1)

cc: Commissioner Tobia



BOARD OF COUNTY COMMISSIONERS

POLICY

NUMBER: BCC-56
CANCELS: 03/26/2022
APPROVED:
ORIGINATOR: Facilities
REVIEW:

TITLE: Public Use of Meeting Rooms at the Brevard County Government Centers

I. OBJECTIVE

To allow the public use of meeting rooms at the Brevard County Government Centers.

II. DEFINITIONS AND REFERENCES

A. BCC-055, Public Meetings at the Brevard County Government Center;

B. Meeting Room(s): Room Names and Sizes:

1. Commission Room/Viera - maximum capacity 200
2. Florida Room/Viera - maximum capacity 92
3. Space Coast Room/Viera - maximum capacity 75
4. Atlantic Room/Viera - maximum capacity 35
5. Brevard Room, Brevard County Government Center North, Titusville - maximum capacity 125

III. DIRECTIVES

- A. Meeting rooms will be made available for use by the public on a space available basis. A Meeting Room Reservation Form (which is attached hereto as Exhibit A and which may be modified by the County Manager from time to time) will need to be approved by the County. It shall be at the discretion of the County to determine availability of rooms. Priority will always be given to County and Government functions.
- B. Meeting rooms are not available for groups that have unlawful, discriminatory membership requirements, or for-profit organizations. The County Manager reserves the authority to permit for-profit organizations to use the meeting rooms in the interest of the health and welfare of County staff (ie: Weight Watchers). Public access to meetings in these rooms may not be restricted.
- C. **Fees:**
1. A fee will be collected from the User at the time the reservation is approved. The fee includes the hourly cost of the meeting room (per the below fee schedule) and the hourly cost of security services for after-hour and weekend meetings.

Florida Room	\$24.00/hour
Space Coast Room	\$24.00/hour
Commission Room	\$40.00/hour
Brevard Room	\$30.00/hour
Atlantic Room	\$12.00/hour
Security	\$26.94/hour and \$40.41/hour (Overtime)

2. Personnel (\$36.00/hour) , in addition to the above room rates, will apply, if needed as determined by the County.
 3. The User may not impose a fee to attend a meeting in a County meeting room except when the purpose of the meeting is improving the health and welfare of County staff (ie: Weight Watchers). Community based not-for-profit organizations may charge fees to recover their costs (ie: speaker fees, materials, supplies) with the County Manager's prior written approval.
- D. A Hold Harmless Agreement (which is attached hereto as Exhibit B and which may be modified by the County Manager from time to time) must be completed by the User. The County Manager reserves the right to require liability insurance based on the nature of the Program/Event.
 - E. Refreshments, with the exception of bottled water, are prohibited in all meeting rooms. The non-carpeted lobby areas are available for these needs during breaks.
 - F. The meeting room is to be returned to the same arrangement and condition as before the meeting. The County reserves the right to require a cleaning deposit of \$100.00 in the form of a check made payable to the Brevard County Board of County Commissioners. If the meeting room is returned in an acceptable condition, the cleaning deposit shall be returned to the User.
 - G. Reservations must be made on the County's Meeting Room Reservation Form at least seven (7) business days in advance of the intended date of use. Reservations will only be made for up to six (6) meetings in one calendar year. Renewals may be authorized by the County Manager. Keys to the room may be obtained and signed for during normal office hours, Monday-Friday, 8:00 am to 5:00 pm, if a meeting is scheduled outside of these hours.
 - H. A minimum of seven (7) business days' notice is required for cancellations by the User. The County reserves the right to deduct from the User's deposit and invoice the User for the remaining costs of the meeting room and security services incurred by the County if proper cancellation is not made by the User as outlined above. Any refunds will be issued to the User per the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, et seq.
 - I. If a meeting exceeds the reserved time, the County shall deduct from the User's deposit the costs incurred by the County and any remaining balance shall be invoiced to the User at the applicable rates listed above. Payment from the User is due within five (5) business days of receipt of the invoice. Failure to remit payment may result in the cancellation of future meeting reservations made by the User until such payment has been received by the County.

- J. Any violation of this policy may result in revocation of the User's privilege to use meeting rooms at the Brevard County Government Centers in the future. The County Manager reserves the right to cancel future meetings made by the User.

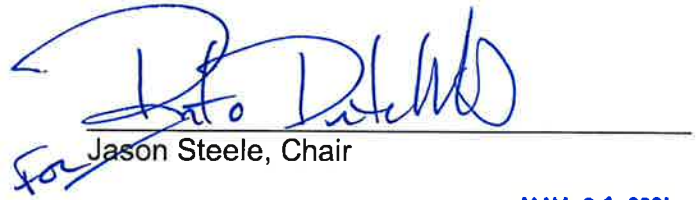
IV. RESERVATION OF AUTHORITY

The Authority to issue and/or revise this policy is reserved to the Board of County Commissioners.

Attest:



Rachel Sadoff, Clerk



Jason Steele, Chair

As approved by the Board on: MAY 21 2024

BREVARD COUNTY GOVERNMENT CENTERS MEETING ROOM RESERVATION FORM



BOARD OF COUNTY COMMISSIONERS

Date Submitted: _____

Meeting Room (Location/Max Capacity) (check one/multiple):

- ☐ Commission Room (Viera/200) ☐ Florida Room (Viera/92) ☐ Space Coast Room (Viera/75)
☐ Atlantic Room (Viera/35) ☐ Brevard Room (Titusville/125)

Requested by (check one): ☐ Government Organization ☐ Non-profit ☐ Individual ☐ For-profit

Applicant Name: _____ Driver's License #: _____

Authorized Representative/Contact: _____

Address: _____

Phone: _____ Email: _____

Date(s)/Time(s) Requested: _____ Anticipated # of hours needed: _____

Title of Program/Event: _____ Anticipated # of attendees: _____

Description of Program/Event: _____

☐ The attached Waiver of Liability and Hold Harmless Agreement has been filled out.

Unless otherwise permitted by Board Policy BCC-56, Applicant acknowledges that this Program/Event will be free and no charges/fees will be solicited or collected from attendees.

BREVARD COUNTY USE ONLY

☐ Approved: _____ / _____ Date: _____

Print Name/Signature

Meeting Room Location(s) and Date(s) Reserved: _____

☐ The Waiver of Liability and Hold Harmless Agreement has been filled out.

Program/Event qualifies as a **Special Event** under Section 10-27, Brevard County Code: ☐ Yes ☐ No

**IF YES, THEN THIS FORM SHALL BE DISAPPROVED AND THE APPLICANT MUST
FILE A SPECIAL EVENT PERMIT APPLICATION WITH THE BREVARD COUNTY
PLANNING AND DEVELOPMENT DEPARTMENT**

Deposit collected: ☐ Yes ☐ No

☐ Disapproved: _____ / _____ Date: _____

Print Name/Signature

**FULLY EXECUTED RESERVATION FORM SHALL BE SENT ELECTRONICALLY TO THE
APPLICANT'S EMAIL LISTED ABOVE**

BREVARD COUNTY GOVERNMENT CENTERS MEETING ROOM RESERVATION FORM

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration of the use of the Meeting Room and other Brevard County Government facilities (the "County Property"), the Applicant, _____, hereby agrees to indemnify and hold harmless the County from any and all claims or actions related to the Applicant's use of the County Property.

Further, the Applicant agrees to reimburse the County for any and all costs for repair or any special cleaning that may be required and all damage that may be caused to County Property by such use. Such costs will be charged to the contact person identified on the Reservation Form. If the Applicant refuses to pay for the damage, the County reserves any and all legal and equitable rights to recover payment. The Applicant further understands that in such a case, the Applicant will lose Meeting Room booking privileges.

The Applicant, its representatives, heirs, assigns, successors, administrators, guests, invitees, and transferees (individually and collectively), hereby **WAIVE, RELEASE, DISCHARGE AND COVENANT NOT TO SUE** Brevard County, Florida, a political subdivision of the State of Florida, or its officers, employees, or agents (the "County") from any and all liability, claim, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained during the use of the County Property.

It is the Applicant's express intent that this Waiver of Liability and Hold Harmless Agreement ("Agreement") shall bind our representatives, heirs, assigns, successors, administrators, guests, invitees, and transferees (individually and collectively). The Applicant further agree that this Agreement shall be construed in accordance with the laws of the State of Florida. In signing this release, the Applicant states they are at least eighteen (18) years of age and fully competent; have full legal authority to enter this Agreement; and execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

The County is not responsible for any lost, stolen, or damaged private property during the use of the County Property.

I/WE HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Authorized Signature of Applicant

Print Name

Signature

Title: _____

Date: _____