

Meeting Date
November 7, 2017



AGENDA	
Section	New Business
Item No.	VI.B.1

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Authorization to issue Request for Proposals (RFP), RE: Operation and Management of the River's Edge Event Center at Tom Statham Park – District 1
DEPT/OFFICE:	Community Services Group / Parks and Recreation Department Support Services / Central Services Department

Requested Action:

It is requested the Board of County Commissioners approve the advertisement of a Request for Proposals for Event Management and Operation of the River's Edge Event Center at Tom Statham Park, and appoint a selection and negotiation committee. It is further requested the Board authorize the Chairman to execute the resulting contract.

Summary Explanation & Background:

Tom Statham Park is a 5.15 acre parcel purchased in 1986 which includes one (1) pavilion, a playground, a 345 foot boardwalk, eighty-six (86) paved parking spots and a 3,500 square foot community center. The community center was renovated in 2015. The renovations included new flooring, lighting, and painting to the interior and fascia, roofing, signage, lighting, landscaping and the addition of a patio to the exterior.

On December 1, 2015 the Board approved the advertisement of a Request for Proposals (RFP) for management and operation of the River's Edge Event Center; the resulting contract with A Chef's Touch was executed on July 19, 2016. The term of the contract was for an eighteen (18) month trial period with no obligation to renew. The total revenue collected between July 2016 and October 2017 is approximately \$6,500. It is the Parks and Recreation Department's intent not to renew upon the expiration of the eighteen (18) month trial period ending on January 18, 2018.

The objective of the RFP is to secure the services of a qualified organization, firm, or individual that has proven experience in providing comprehensive event management and full-service operations at event or exhibition facilities to provide event management and operation of the River's Edge Event Center in a revenue shared contract. The contract term will be for three (3) years with two (2) additional one (1) year extensions.

In an effort to provide quality public service, it is the intent of the Department to secure the services of a qualified organization, firm, or individual to provide the management and operation services required to utilize the River's Edge Event Center to its full potential. The requirements of the previous RFP will be re-evaluated to maximize marketing and rental opportunities. The selected organization, firm or individual will be responsible for all requests from the public for private events (weddings, celebrations, etc.) while developing and implementing an effective marketing program that produces positive results.

The Selection and Negotiation Committees will consist of Jim Liesenfelt, Interim Assistant County Manager, or designee; Mary Ellen Donner, Parks and Recreation Director, or designee and Jeff Davis, North Area Parks Operations Manager or designee.

Fiscal Impact: There is no Fiscal Impact to the General Fund as a result of this action.

Clerk to the Board Instructions:

Exhibits Attached:

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager	John Denninghoff, Assistant County Manager	Mary Ellen Donner, Parks & Recreation Department Director <i>Mary Ellen Donner</i> maryellen.donner@brevardff.gov ; 633-2046
Frank Abbate <i>FSA</i>	Jim Liesenfelt, Interim Assistant County Manager <i>J.P. Liesenfelt</i>	<i>Teresa Camarata</i> Teresa Camarata, Central Services Director; Teresa.camarata@brevardcounty.us ; 617-7390



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

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

November 8, 2017

M E M O R A N D U M

TO: Mary Ellen Donner, Parks and Recreation Director

RE: Item VI.B.1., Authorization to Issue Request for Proposals (RFP) for Operation and Management of River's Edge Event Center at Tom Statham Park

The Board of County Commissioners, in regular session on **November 7, 2017**, approved advertisement of a RFP for Event Management and Operation of the River's Edge Event Center at Tom Statham Park; appointed Selection and Negotiation Committees consisting of you, or your designee, Jim Liesenfelt, Interim Assistant County Manager, or his designee; and Jeff Davis, North Area Parks Operation Manager, or his designee; and authorized the Chairman to execute the resulting contract.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

cc: Central Services Director
Committee Members



**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Rish Inc. d/b/a Rich Curlis Rentals	
2. Fund/Account #: 1010/R30204	3. Department Name: North Area Parks Operations
4. Contract Description: Lease and License Agreement for River's Edge @ Tom Statham Park	
5. Contract Monitor: Melissa Renninger	7. Contract Type: LEASE/RENTALS
6. Dept/Office Director: Mary Ellen Donner	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

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

SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Melissa Renninger</i> <small>Digitally signed by Renninger, Melissa Date: 2018.07.31 16:20:08 -0400</small>	07/31/2018
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Soss, Matthew <small>Digitally signed by Soss, Matthew Date: 2018.09.17 14:33:31 -0400</small>	_____

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Rish Inc., d/b/a Rich Curlis Rentals	
2. Fund/Account #: 1010/R30204	3. Department Name: Parks and Recreation
4. Contract Description: Management Services of Tom Statham Park	
5. Contract Monitor: Melissa Renninger	7. Contract Type: LEASE/RENTALS
6. Dept/Office Director: Mary Ellen Donner	

SECTION II – REVIEW AND APPROVAL TO ADVERTISE

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

SECTION III – REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Melissa Renninger</i> <small>Digitally signed by Renninger, Melissa Date: 2018.09.12 11:42:26 -04'00'</small>	09/12/2018
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Matt Lairsey <small>Digitally signed by Lairsey, Matt Date: 2018.09.13 11:42:26 -04'00'</small>	09/13/2013
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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



**Brevard County Parks and Recreation Department
MANAGEMENT SERVICES
AGREEMENT**



THIS AGREEMENT, made and entered into this ____ day of _____, 2018, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as the “County”), and **RISH, INC. d/b/a RICH CURLIS RENTALS** (hereinafter referred to as “**VENDOR**”).

WHEREAS, desires to manage and operate a County owned building, which is a part of the County public park known as Tom Statham Park, for the purpose of serving as an event center (said building is hereinafter referred to as the “Event Center”); and

WHEREAS, **VENDOR** has an interest in providing comprehensive event management and operating the Event Center and is well situated to do so; and

WHEREAS, the County desires to maximize the utilization of the Event Center; 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 County issued a request for proposals to provide comprehensive event management and operation of the Event Center and **VENDOR** was the selected vendor; and

WHEREAS, it is the County’s desire to serve the public in accordance with this Agreement and under the regulation of the County.

W I T N E S S E T H:

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

1. **Property.** The County hereby leases to **VENDOR** and the **VENDOR** hereby leases from the County, the Event Center, a building consisting of approximately 3,500 square ft., as presently constituted, commonly known as **River’s Edge Event Center at Tom Statham Park, 7101 S. US#1, Titusville, FL 32796** and described in **Exhibit A**. The County also hereby grants to the **VENDOR** a license to conduct rentals of the remainder of the Park solely in conjunction with its usage of the Event Center (hereinafter referred to as “Park”) for public recreation use. The **VENDOR** is hereby granted a license for the non-exclusive use of the remainder of the Park for events solely in conjunction with the rental of the Event Center. Provided, however, that the Park shall at all times be available for use by the COUNTY and the general public (as determined by the COUNTY) in common with the **VENDOR**. This Agreement constitutes a license for utilization of the Park during the term of this Agreement and does not act to convey any ownership or

easement rights in favor of the VENDOR or others. The Event Center includes all improvements to the leased real property, whether constructed before or after the date of this Agreement, and all fixtures, furniture, equipment and supplies, if any, placed on the leased property by the County.

2. **Term.** This Agreement shall be effective from the date of the last signature for a period of two (2) years. It is hereby mutually agreed and understood that the **VENDOR** may request renewal of this Agreement for an additional two (2) year term and a subsequent renewal for an additional one (1) year term by submitting a written request received at least ninety (90) days prior to the date of termination of the current Agreement. The Management Fee shall be negotiated at time of renewal. The **VENDOR** agrees it shall not be entitled to the renewal and agrees it shall not be entitled to any monies or damages should the Director, designee or County decide not to renew this Agreement.

3. **Management Fee and Rentals.**

A. The Rental Fee charged to the public for use of the Event Center shall be established as stated below:

- Monday – Thursday, \$80.00/hour plus tax, plus attendant \$25.00/hour (3 hour minimum)
- In the event that the Event Center is not reserved at least 14 days in advance, the Rental Fee shall be for Friday – Sunday, \$100.00 per hour plus tax plus attendant \$25.00/hour (4 hour minimum).
- Friday – Sunday, \$750.00 plus tax plus attendant \$25.00/hour for up to 8 hours to include – set up, event, tear-down and kitchen
- Friday – Sunday, \$1,250.00 plus tax plus attendant \$25.00/hour for up to 12 hours to include – set up, event, tear-down and kitchen

B. The Rental Fee charged to the public for any and all available pavilions shall be subject to the Categories, fees and charges outlined in the Brevard County Parks and Recreation Department Fee Schedule adopted by the Board of County Commissioners and in effect at the time of requested use, and shall be in addition to the rental fee charged for the Event Center. Pavilions shall be available to the public on a first come first serve basis without requiring a reservation if no other events are scheduled at the time of use. Categories are listed below:

Category I	Sponsored/Co-sponsored	No Charge
Category II	Recreation Partner	50% of rental fee
Category III	Non-Profit/Not for Profit	75% of rental fee
Category IV	Private/Non-commercial	100% of rental fee
Category V	Public Issue Speech	100% of rental fee
Category VI	Commercial	Negotiated fee

C. The **VENDOR** shall be responsible for booking all events and activities online through the County’s RecTrac system. All events and rentals shall be booked no later than ten (10) days prior to the date of the event or rental. Changes to booking dates will be performed by County staff.

D. The **VENDOR** shall be charged 70% of the full rental fees. The **VENDOR** is entitled to the remaining 30% of the full rental fees and is entitled to 100% of the attendant fee; this shall represent their

Management Fee. No deposit from the **VENDOR** shall be collected. Full payment to the County from the **VENDOR** shall be due upon reservation in RecTrac.

E. The County may, for a period not to exceed six (6) months, negotiate a reduction in the percentage of Management Fee due to the County when unforeseen circumstances including major equipment breakdown, and acts of Nature, warrant said reduction. The parties agree that the Vendor has no right to a rate reduction, but that any reduction is subject to the sole discretion of the County

F. A Performance Bond, securing the performance of the **VENDOR** of its obligations under this Agreement, in the amount of six thousand dollars (\$6,000) shall be due upon execution of the Agreement.

4. **ADA Compliance.** The County and **VENDOR** shall conform to current requirements of the Americans with Disabilities Act in the performance of this Agreement, and shall not cause or place in the Event Center or Park any condition causing the Event Center or Park to become non-compliant. The parties shall work together to cure any known violations of the ADA that may occur.
5. **Alterations, Changes and Additions.** No structural changes, alterations or additions shall be made by **VENDOR** to the Event Center or Park without the prior written consent of the County. Any such alterations, changes, or additions shall remain for the benefit of and become the property of the County.
6. **Assignment for Occupation by Other Persons.** **VENDOR** agrees not to assign the Event Center or Park, any part thereof, or any right or privilege connected therewith, without first obtaining the County's written consent, which consent the County may withhold in its sole discretion. Consent on one occasion by the County shall not be consent to a subsequent assignment, or occupation by other persons. **VENDOR's** unauthorized assignment or license to occupy shall be void, and shall terminate the Agreement at the County's option. **VENDOR's** interest in this Agreement is not assignable by operation of law, nor is any assignment of its interest herein, without the County's written consent. Nothing herein is intended to prevent **VENDOR** from entering into short-term use/rental agreement with third parties for up to and including three (3) days (no overnight activities); however, even under such circumstances **VENDOR** shall remain responsible for all of its obligations under this Agreement. **VENDOR** shall be responsible for ensuring that all short term use or rental agreements incorporate and adhere to the terms of this Agreement.
7. **Attorney's Fees.** In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.
8. **Background Screening.** **VENDOR** shall perform a High Level background screening on the **VENDOR'S** employees, contractors, subcontractors, agents, representatives and volunteers and other persons providing services at the Park at no cost to the County. High Level Background screening includes the following:
 - Clerk E-Facts – www.brevardclerk.us
 - Fingerprinting (FDLE and National FBI Criminal check through VECHS)
 - Department of Juvenile Justice check on individuals under the age of 18 when applicable and allowed in lieu of fingerprinting

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

VENDOR is responsible for compliance and providing written verification that all employees, contractors, subcontractors, agents, representatives, volunteers and other persons providing a service at the Park have been screened. The Vendor shall not allow any employees, contractors, subcontractors, agents, representatives or volunteers to work unsupervised with at risk populations prior to such person successfully completing a High Level (Level I) background screening. The Director may deny the **VENDOR** the ability to utilize a staff member, volunteer or any other person providing a service at the Park based on the results of the background screening, at the Director’s discretion. The Director shall abide by Brevard County’s policy, attached hereto as **Exhibit B** on background screening in determining if a person shall be disqualified from working at the Park.

Upon completion of the initial background screening, a re-screening at the same Level will occur at a minimum of every five (5) years.

9. **Construction of Agreement.** The parties hereby acknowledge that they have fully reviewed this Agreement and its attachments and have had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.
10. **Copyright.** No reports, data, programs or other materials produced, in whole or in part, for the benefit and use of the County under this Agreement shall be subject to copyright by **VENDOR** in the United States or any other country.
11. **County’s Entry for Inspection and Maintenance.** The County reserves the right to enter the Event Center or Park at reasonable times to inspect, to perform required maintenance and repair, or to make additions or alteration to any part of the Event Center or Park, and **VENDOR** agrees to permit the County to do so. The County may, in connection with such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment without incurring liability to **VENDOR** for disturbance of quiet enjoyment of the Event Center or Park, or loss of occupation thereof, unless done so in an unreasonable, willful, or negligent manner.
12. **Default and Termination.** The occurrence of one or more of the following events shall constitute a default by the Vendor under this Agreement:
 - A. Failure or refusal to comply with Section 3. Management Fee and Rentals or any other monetary obligation owed by the Vendor hereunder, when due, where such failure continues for a period of five (5) days after written notice thereof from the County to the Vendor;

- B. Failure of the Vendor to observe or perform any other covenant, obligation or condition of this Agreement, where such failure shall continue after written notice thereof from the County to the Vendor. If the nature of the default is such that more than fifteen (15) days are reasonably required for its cure, then the Vendor shall not be deemed to be in default if the Vendor shall commence such cure within said fifteen (15) day period and thereafter diligently prosecute such cure to completion, which completion shall not occur no later than thirty (30) days from the date of such notice from the County.
 - C. Three (3) or more violations of any local, state or federal law, code or ordinance within a calendar year period of time to include but not be limited to the Florida Department of Business and Professional Regulation (DBPR) food inspections considered a High Priority Violation and/or an Intermediate Violation. DBPR defines a High Priority food violation as those which could contribute directly to a foodborne illness or injury. DBPR defines an Intermediate food service violation as those which, if not addressed, could lead to risk factors that contribute to foodborne illness or injury.
 - D. Any waiver by the County of a breach of covenant of this Agreement by the Vendor shall not be construed as a waiver of subsequent breach of the same covenant. No breach for a covenant of this Agreement shall be deemed to have been waived by the County unless the waiver is in writing signed by the County.
 - E. Upon occurrence of one or more of the foregoing events of default, the County Manager, or designee, as hereby specifically delegated this authority by the Board of County Commissioners of Brevard County, Florida, may elect to terminate this Agreement.
 - F. The County shall in no event be charged with default in any of its obligations hereunder unless and until the County shall have failed to perform contractual obligations thirty (30) days after written notice to the County by the Vendor specifically describing such failure. If the County fails to perform any of its contractual obligations under this Agreement and such failure is not cured within thirty (30) days (or such additional time as is reasonably required to correct any such default) of receipt of written notice of default, the Vendor's sole legal remedy for said default is to, terminate this Agreement upon written notice to the County.
 - G. This Agreement may be terminated for convenience by either party upon sixty (60) days written notice to the other party. Upon expiration or termination of this Agreement, the Vendor shall have thirty (30) days within which to remove any personal property from the Event Center and/or Park. Any personal property not removed within said thirty (30) day period shall become the property of the County.
13. **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 Event Center and/or Park, to use the facility to meet any emergency needs for the period of that emergency and a reasonable period of time thereafter as deemed necessary by the County. **VENDOR** 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 Event Center and/or Park by agencies which support the emergency

response and recovery such as the Red Cross, Federal Emergency Management Agency and others. The County and **VENDOR** 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 Event Center and/or Park, **VENDOR** occupancy and any duties or obligations hereunder will be suspended. Any maintenance, damage, restoration, or repair to the Event Center and/or Park necessitated during any suspension of **VENDOR**'s occupancy under this Agreement 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 **VENDOR**'s occupancy, shall all be diligently completed by the County, at the expense of the County, prior to **VENDOR** reoccupying the Event Center and/or Park. As used herein, an "emergency" will be defined as a period of civil unrest or riot, a period during which the military needs the Event Center and/or Park for a period of time relating directly to defense of the nation and a likely attack of the nation, a period during which weather such as a hurricane or tornado is likely to cause damage to the community and the Event Center and/or Park, is needed for public shelter, distribution of emergency supplies such as food or water, or other related event, or any other circumstance designated by the Brevard County Emergency Operations Center, "E.O.C." as an emergency.

14. **Entire Agreement.** This Agreement, together with any Exhibits, constitutes the entire Agreement between the County and **VENDOR** and supersedes all prior written or oral understandings. This Agreement and any Exhibits may only be amended, supplemented or canceled by a written instrument duly executed by both parties hereto. As of the Effective Date of this Agreement, all authority, permission, and right, express or implied, heretofore granted or inferred to be granted by the County to **VENDOR** to operate Park shall be terminated, and **VENDOR** shall cease operating any Park other than as permitted by this Agreement.
15. **Florida Public Records Law.** Pursuant to Section 119.0701, a request to inspect or copy public records relating to this Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Vendor of the request and the Vendor must provide the records to the County or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07. The Vendor may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If the Vendor fails to provide the requested public records to the County within a reasonable time, the Vendor may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110. The Vendor's failure to comply with public records requests is considered a material breach of this Agreement and grounds for termination.

Should the County face any legal action to enforce inspection or production of the records within the Vendor's

possession and control, the VENDOR agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Vendor shall hire and compensate attorney(s) to represent the Vendor and County in defending such action. The Vendor shall pay all costs to defend such action and any costs and attorney's fees awarded pursuant to Section 119.12.

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

16. **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, Vendor shall timely pay all rent due as otherwise provided herein.
17. **Governing Law.** This Agreement shall be deemed to have been executed and entered into within the State of Florida and this Agreement, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.
18. **Illegal, Unlawful, or Improper Use.** VENDOR shall make no unlawful, improper, immoral, or offensive use of the Park nor will the VENDOR use the Event Center and/or Park or allow the use of the Event Center and/or Park for any purpose other than that hereinabove set forth. Failure of VENDOR to comply with this provision shall be considered a material breach of this Agreement and subject same to immediate termination by the County, where upon the County shall be entitled to immediately re-enter and retake possession of the Event Center and/or Park and terminate this Agreement.
19. **Indemnification.** VENDOR shall indemnify and hold harmless the County and its employees from all claims, damages, losses, and expenses, including attorney's fees, arising out of or associated with the use, occupation, management or control of the Event Center and/or Park or any improvements or any furniture, furnishings, equipment and fixtures utilized in connection with the Event Center and/or Park by VENDOR unless such claims, damages, expenses, or losses are caused solely by acts of the County, its employees, or other persons not a party to this Agreement acting on the County's request. VENDOR agrees that it will, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with VENDOR's use, occupation, management or control of said Event Center and/or Park and that it will satisfy, pay and discharge any and all judgments that may be entered against the County in such action or proceeding. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of Section 768.28, Florida Statute.
20. **Independent Contractor.** VENDOR shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute VENDOR or any of its agents or employees to be the agent, employee or representative of the County.
21. **Insurance.** VENDOR agrees to provide and maintain at all times during the term of this Agreement, without cost or expense to the County, policies of insurance insuring the VENDOR against any all claims, demands

and causes of action whatsoever for injuries received and damages to property in connection with the use, occupation, management or control of the Event Center and Park and any improvement thereon. **VENDOR** will procure and maintain, at its-own expense and without cost to the County, the following types of insurance. The policy limits required are to be considered minimum amounts. These policies shall be issued by responsible insurance companies and in a form acceptable to the County, and the County shall be added on to the policy(ies) as an additional insured.

A. General Liability Insurance: The General Liability Insurance shall be issued by responsible insurance companies and in a form acceptable to the County, protecting and insuring against all the foregoing with combined single limits of not less than One Million dollars (\$1,000,000) for Bodily Injury and Property Damage, Products & Completed Operations, and Fire Legal Liability in the amount of Five Hundred Thousand dollars (\$500,000). All property housed or placed at the Event Center and/or Park shall be at the risk of **VENDOR** whether owned by the County or **VENDOR**, and the County shall not be liable for any loss or damage to the personal property of **VENDOR** or others located thereon for any cause whatsoever. **VENDOR** agrees and understands that the County does not and shall not carry liability, theft or fire insurance on said property to cover **VENDOR**'s interest therein. The County shall be added on to the policy as an additional insured.

B. Liquor Liability Insurance:

1. For any period the **VENDOR** holds or maintains a Liquor License, **VENDOR** shall be responsible for obtaining Liquor Liability Insurance with limits of no less than \$1,000,000 per occurrence. This coverage must extend to all events where liquor is served or provided even if liquor is served or provided by third parties, guests, caterers, private renters or other similar users of the Event Center and/or Park. The County must be named as an additional insured.

2. If **VENDOR** is not required to hold a Liquor License, **VENDOR** shall be responsible for and require each user of the Event Center and/or Park to demonstrate Liquor Liability Insurance with limits of no less than \$1,000,000 per occurrence for losses during or arising out of the event, including claims arising out of the serving of alcohol. This coverage must extend to all events where liquor is served or provided even if liquor is served or provided by third parties, guests, caterers, private renters or other similar users of the Event Center and/or Park. The County must be an additional insured on the Liquor Liability Policy.

C. Workers' Compensation Insurance: **VENDOR** shall maintain Workers' Compensation Insurance in accordance with Florida law.

22. **Insurance Certificates.** **VENDOR** shall provide the County with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the County. Said certificates shall provide that the County is an additional insured and loss payee, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of 10 days for non-payment. All insurance policies shall be

issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

23. **Licenses, Permits, and Taxes.** **VENDOR** 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 Agreement, and to meet all federal, state, county and municipal laws, ordinances, policies and rules. Any such licenses and permits shall be maintained and posted, if required, at appropriate places at the Park within thirty (30) days of the execution of this agreement by both parties.
24. **Modifications.** No modification of this Agreement shall be binding on the County or **VENDOR** unless reduced to writing and signed by a duly authorized representative of County and **VENDOR**.
25. **Music Performance.** **VENDOR** shall not use, play or perform copyrighted music, or allow such to be used, played or performed, without appropriate licensing or other permission. **VENDOR** 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 Agreement. **VENDOR** agrees to indemnify and hold harmless the County from damages for unauthorized use or performance of copyrighted music.
26. **No Use that Increases Insurance Risk.** **VENDOR** shall not use the Event Center and/or Park in any manner, even in its use for the purposes for which the Event Center is leased, that will increase the risk covered by insurance on the building where the Event Center is located, so as to increase the rate of insurance on the Event Center and/or Park, or to cause cancellation to any insurance policy covering the building. **VENDOR** further agrees not to keep at the Event Center and/or Park, or permit to be kept, used, or sold thereon, anything prohibited by the policy of fire insurance covering the Event Center and/or Park. **VENDOR** shall comply, at its own expense, with all requirements of insurers necessary to keep in force the fire and public liability insurance covering the Event Center and/or Park.
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 Agreement cannot be changed or terminated orally.
28. **Notice.** Notice under this Agreement shall be given to the County at Brevard County Parks and Recreation: **North Area Parks Operations, 475 North Williams Avenue, Titusville, FL 32796**. Notice shall be given to **VENDOR** by mailing written notice, postage prepaid to the **RISH, INC. d/b/a RICH CURLIS RENTALS, Richard Curlis, President, 3732 ER Smyth Drive, Mims, FL 32754**. Notice shall be effective upon receipt or five (5) days from mailing, whichever even occurs first.
29. **Obligations of the VENDOR.**
 - A. **General:**
 1. **VENDOR** shall have control of and responsibility for County-owned equipment. Such property shall be considered a part and portion of the County's property covered in this Agreement. None of the

County owned property or equipment, if any is present, is to be sold, loaned, rented, used or moved outside of the Park without the written approval of the Parks and Recreation Department Director or designee. If **VENDOR** wishes to add additional furnishings they must be approved by the Parks and Recreation Department Director or designee, prior to installation.

2. **VENDOR** shall operate the Event Center and/or Park without regard to race, color, religious creed, national origin, ancestry, age, gender, marital status or disability.
3. The use of sustained flames is strictly prohibited inside the Park.
4. Tom Statham Park is a public park and shall remain open to the public from dawn to dusk. The County will allow the park to be closed to the public during an event at the Park.
5. The County reserves the right to utilize the Event Center ten (10) days per contract year at no charge to the County; weekend use shall be based on availability. The County shall provide a minimum of thirty (30) days notice to **VENDOR** for the County's utilization of the Event Center.
6. **VENDOR** shall be required to cooperate with the County during other unanticipated eventualities.
7. **VENDOR** shall maintain a telephone line as a public and vendor contact point, which shall be staffed daily. If an answering machine is used, calls must be returned within 48 hours. Business hours and **VENDOR** contact information shall be posted near the main entrance of the Event Center. Signage shall be approved by the Department Director or designee, and shall be in compliance with all federal, state, county and municipal laws, ordinances, policies and rules.
8. **VENDOR** shall maintain a public website and vendor contact point which will be updated regularly. All correspondence must be answered within 48 hours of receipt. Business hours and **VENDOR** contact information shall be posted on the website.
9. Advertisements shall be in good taste commensurate with an acceptable family-orientated environment. Advertising of other businesses not related to the operation of the Event Center are prohibited. All signage must be in compliance with any applicable jurisdiction's code or ordinance.
10. All contractors and subcontractors must be licensed, insured and meet all federal, state, county and municipal laws, ordinances, policies and rules.
11. **VENDOR** shall maintain a "No-Smoking" policy.
12. **VENDOR** shall provide all employees, contractors, subcontractors, agents, representatives and volunteers and other persons providing services at the Event Center a uniform to be worn at all times. Uniforms shall be conducive to a family-orientated atmosphere.
13. **VENDOR** shall maintain a high level of public relations and customer service that promotes a highly favorable family-orientated atmosphere. Conduct said business in a manner which is courteous and fair to the public and be responsive to customer's requests and complaints.
14. **VENDOR** shall accept common forms of payment from patrons (cash, debit and credit card). The Vendor shall pay all associated costs for acceptance of these types of payments.

15. **VENDOR** may request any person violating any applicable law, rule or regulation to leave the Event Center. If a patron remains in the Event Center after such request the Vendor shall immediately notify local law enforcement.

16. **VENDOR** shall immediately report to the County any accident or incident requiring emergency response.

17. **VENDOR** shall cooperate fully with County and City officials in all matters relating to the Event Center and/or Park.

B. Maintenance:

1. **VENDOR** shall keep the Event Center Park and grounds clean and in a sanitary condition performing day-to-day janitorial and custodial service of the Event Center and Park to include garbage, vacuuming, dusting, cleaning the floors, kitchen, restrooms, interior and exterior windows, counters, pressure cleaning and sweeping the walkways and patios. The use of nails, staples, hot glue or any type of adhesive on trees, walls, furniture, dock, playground equipment and outdoor pavilion is prohibited. The County reserves the right to perform, or have performed, periodic inspections of the cleanliness and sanitation conditions of the Event Center and Park. **VENDOR** shall maintain said property in its present condition, ordinary wear and tear excepted. No structural changes, alterations, or additions shall be made by **VENDOR** to the Event Center and/or Park without prior written consent of the County. Any such alterations, changes, and additions shall remain for the benefit of and become the property of the County. If the Event Center and/or Park requires closure for an extended period of time, it shall be requested by **VENDOR** thirty (30) days in advance.

2. **VENDOR** shall not be responsible for maintenance and repairs due to vandalism unless such vandalism is due to **VENDOR's** negligence.

3. If the area intended for use is not meant for pedestrian traffic, **VENDOR** shall be responsible for providing proper portable lighting to minimize safety hazards.

4. All light bulbs replaced by **VENDOR** must meet current energy standards in use by County. **VENDOR** shall adhere to any and all electrical conservation policies established by the County.

5. Existing electrical locations within the Event Center and/or Park may be inadequate for the needs of certain events. Any damage to existing electrical services due to overload shall be the responsibility of **VENDOR**.

6. The County reserves the right to perform, or have performed, periodic inspections of the cleanliness and sanitation conditions maintained at the Event Center and/or Park.

C. Management:

1. **VENDOR** shall be responsible for day to day operation of the Event Center including event management and facility maintenance. **VENDOR** shall be responsible for the operation of the Park while being used by **VENDOR** or **VENDOR's** employees, agent, or invitees.

2. **VENDOR** shall provide a qualified and properly trained staff member responsible for the day-to-day operations, event management and who will remain on site at all times during all events.

3. **VENDOR** shall be responsible to develop and implement an effective marketing program that produces positive results in the use of the Event Center.

D. Events:

1. Any confirmed reservations (attached hereto as **Exhibit C**) guaranteed by the County prior to the effective date of this Agreement shall be honored by **VENDOR**.

2. The Event Center is designed to be used for non-commercial events including but not limited to celebrations, parties, weddings, corporate events and meetings.

3. The use of the Park for other commercial activities, as defined in Section 78-76 of Brevard County Code of Ordinances, is subject to approval by the Department Director or designee.

4. Events may be scheduled seven days a week. Outside events must conclude by 10:00 p.m. Indoor events must conclude by midnight. No all-night events may be booked, and all breakdown and rental services must conclude by 1:00 a.m.

5. **VENDOR** shall be responsible for all set up and break down of equipment used for events including but not limited to chairs, tables, portable bars, food service areas, wedding arches, flowers, lighting, music equipment, and banners. Table and chair set ups shall not block any exit or supply room doors. All break down and rental services must conclude by 1:00 a.m.

6. Celebratory items such as birdseed, bubbles and flowers used during events require prior approval by the Department Director, or designee, and shall be cleaned from the Event Center and/or grounds at the conclusion of each event.

7. Events are not permitted to utilize any type of fireworks or pyrotechnics. This includes displays launched from County property or another location with the intent of being viewed by guests at the Event Center and/or Park.

8. All event parking must remain on paved roads or parking lots. Secondary overflow parking is available in County designated grassy areas.

9. Tents may be allowed at the Event Center and/or Park with prior approval from Brevard County.

10. Any signage posted for events shall comply with Article IX. – Signs; Brevard County Code of Ordinances Section 62-3309, 62-3316, 62-3317 and Section 78-108.

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

12. Event participants cannot exceed the Event Center's occupancy limit of 268 attendees. Under no circumstances shall combined participation for utilizing both indoors and outdoors exceed 368 attendees.

13. **VENDOR** shall be responsible for the security of the Event Center and Park during all events. **VENDOR** shall be responsible to ensure that all attendees and vehicles have exited the Event Center and Park prior to closing.

30. **Obligations of the County:**

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

B. Except as otherwise provided in the Agreement, and except due to damage caused by **VENDOR**, its invitees, employees, or other persons associated with **VENDOR**, all roofing, roof drains, sewers, wastewater/sewer lines, structural outside walls, foundations, and structural portions of the Event Center and Park shall be maintained, replaced and repaired by the County at its expense.

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

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

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

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

31. **Partial Destruction of Premises.** Partial destruction of the Event Center and/or Park shall not render this Agreement void, or terminate it except as herein provided. If the Event Center and/or Park is partially destroyed during the term of this Agreement, County may endeavor to make repairs, providing the County has the fiscal means to do so, and when such repairs can be made in conformity with local, state, and federal laws and regulations, within ninety (90) days of the partial destruction. If the repairs cannot be so made in ninety (90) days and the County does not elect to make them within a reasonable time, either party hereto has the option to terminate this Agreement. If the Event Center and/or Park is more than one-third destroyed, County or **VENDOR** may at its option terminate this Agreement, giving ninety (90) day notice to the other party.
32. **Public Entity Crimes.** A person or affiliate who had 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 agreements of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
33. **Responsibility.** The Vendor's President shall be responsible for ensuring the Vendor is abiding by the terms of this Agreement. The Area Manager shall be responsible for assuring the contents of this Agreement are properly applied.

34. **Reverter and Right of Re-Entry and Repossession.** Notwithstanding any provisions of this Agreement to the contrary, in the event the Event Center and/or Park is not used or ceases to be used for the public purposes set forth herein, the Agreement shall immediately cease and the Event Center shall revert to the County which shall thereafter have the right to re-enter and repossess the Event Center and Park.
35. **Right to Audit Records.** In the performance of this Agreement, the Vendor shall keep books, records, and accounts of all activities related to this Agreement in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Vendor in conjunction with this Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County. The Vendor shall retain all documents, books and records for a period of five (5) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and chapter 119, Florida Statutes. All records or documents created by or provided to the Instructor by the County in connection with this Agreement 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 Vendor shall ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement and following termination of the Agreement if the Vendor does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Agreement, the Vendor may transfer, at no cost to the County, all public records in possession of the Vendor. If the Vendor transfers all public records to the County upon termination of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

36. **Severability.** If any provision of this Agreement 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.
37. **Statutes, Laws, Rules and Regulations.** The Vendor's use of the Event Center and Park will be in accordance with all applicable laws, rules, regulations, policies and procedures approved by the Department and/or the Brevard County Board of County Commissioners. The County reserves the right to disapprove any and all activities held at the Event Center and/or Park, which may be in conflict with the Department's and/or the County's Policies and Administrative Orders, and agrees to furnish the Vendor with a copy of such rules, regulations, policies, procedures, and amendments thereto.

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

38. **Successors in Interest.** This Agreement and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives, and assigns of the parties.
39. **Surrender of Premises.** **VENDOR** shall surrender the Park to the County at the end of the Agreement term in generally the same condition as when **VENDOR** 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, **VENDOR** shall remove all business signs or symbols placed on the Event Center and/or Park by **VENDOR** and restore the portion of the Event Center and/or Park on which they were placed in the same condition as before placement.
40. **Termination for Convenience.** Either party may terminate this Agreement for their own convenience upon providing sixty (60) day written notice to the other party. In the event of a termination for convenience, the parties agree that the only termination damages payable by either party will be prorated rent due to the County up to the date of termination.
41. **Unauthorized Alien Workers.** Brevard County will not intentionally award publicly-funded contracts to any **VENDOR** 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 **VENDOR** of unauthorized aliens a violation of Section 274A (e) of the INA and such violation shall be grounds for unilateral cancellation of this Agreement by the County.
42. **Venue.** Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this Agreement shall be in court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

(remainder of page left intentionally blank)

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By Scott Ellis
Scott Ellis, Clerk

By Rita Pritchett
Rita Pritchett, Chair Date

As Approved by the Board on 11/7/2017

Reviewed for Legal Form and Content

[Signature]
Assistant County Attorney

WITNESSES:

[Signature] 9/17/18
Date

RISH, INC. d/b/a RICH CURLIS RENTALS

[Signature] 9-17-18
Richard Curlis, President Date

WITNESSES:

[Signature] 9/17/18
Date

State of Florida

County of Brevard

The foregoing instrument was acknowledged this 17th day of September, 2018 by Richard Curlis who personally appeared before me or provided FLDL# C642-741-59-343-0 as form of identification and who affirms that he/she signed the instrument voluntarily for the purpose expressed in it.

[Signature]
Signature of Notary of Public

Shirley L. Corliss
Name of Notary of Public (print, type or stamp)
My Commission Expires: Jan. 22, 2019

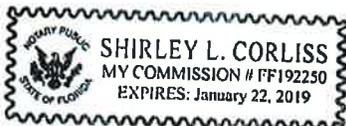
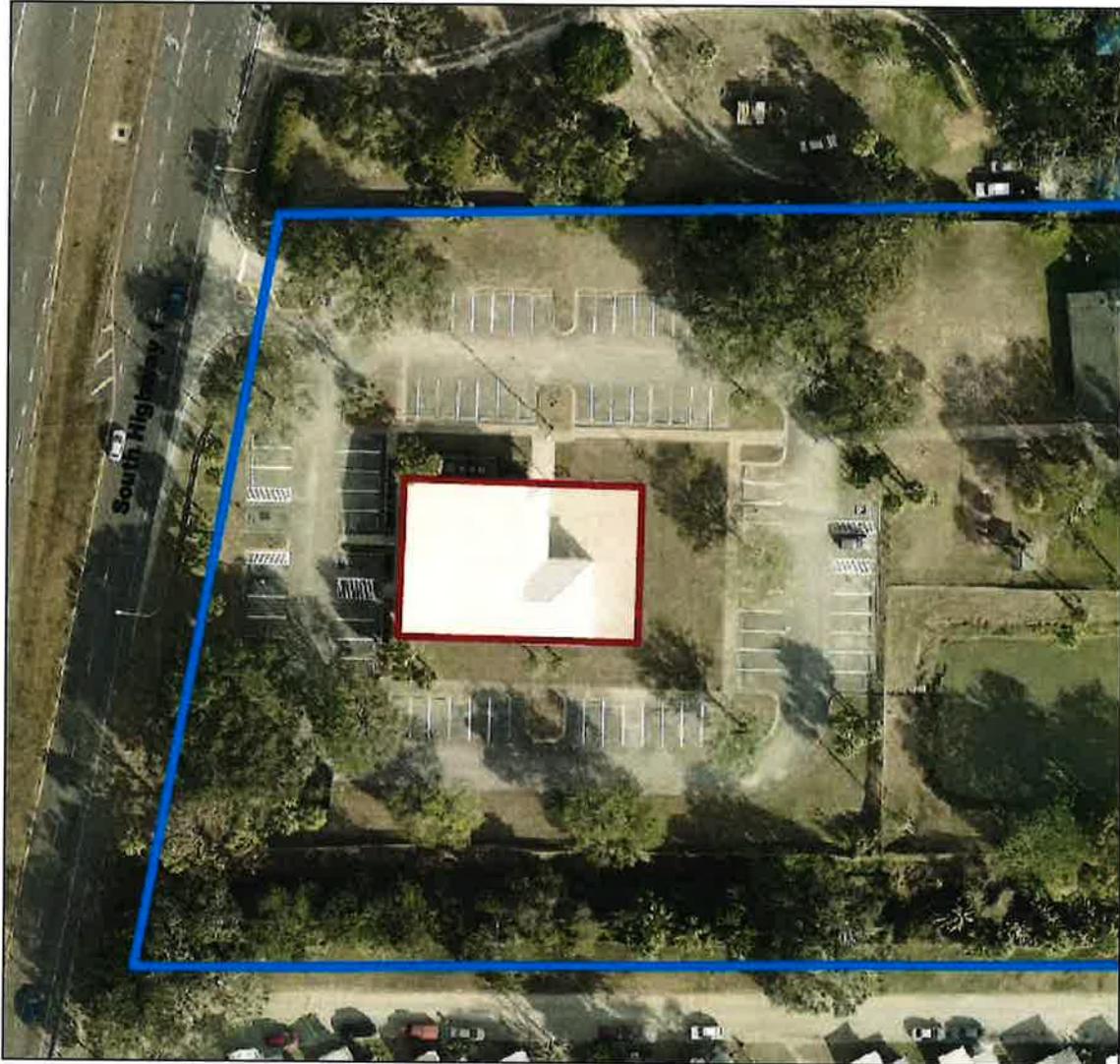


EXHIBIT A Tom Statham Park

7101 South Highway 1
Titusville, FL 32780



2018 Aerial



Park Boundary



Event Center

Brevard County Parks and Recreation

2725 Judge Fran Jamieson Way
Viera, FL 32940



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

Exhibit B



BOARD OF COUNTY COMMISSIONERS

ADMINISTRATIVE ORDER

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

Title: Background Investigation Checks

I. PURPOSE AND SCOPE

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

II. DEFINITIONS AND REFERENCES

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

- B. At-Risk Population- Children, elderly, disabled, and those whom cannot defend themselves. Example of settings in which individuals come into contact with at-risk populations include, but are not limited to:
- Daycare: senior citizen centers and community day programs for children.
 - Group Home: placements for children under the care of the State as a result of abuse or neglect or as a consequence of delinquency.
 - Program activities involving children on school property.
 - Shelters: homeless, domestic violence or special needs emergency shelters.
 - Youth development programs.
 - Volunteer programs for the elderly or individuals with disabilities; such as, Meals on Wheels or other community/volunteer programs.
 - Library areas/programs designated for children.
 - Park areas/programs designated for children.
- C. Background Investigation Handbook – a handbook with detailed information about how to complete and interpret the background checks.
- D. Background Checklist – a form used to track the results of the background checks performed by the Department/Office.

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

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

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

G. **SECURITY LEVELS:**

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

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

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

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

III. RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. RESERVATION OF AUTHORITY

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

 5/12/18
Frank Abbate, County Manager / Date

Reservations confirmed prior to Execution of Agreement

Date	Time	Facility	Renter	Type of Event	County or VENDOR responsible
October 13, 2018	7:00 a.m. to 6:00 p.m.	Paw Paw Pavilion	Bobby March	Family Reunion	County
October 15, 2018	6:00 p.m. to 9:00 p.m.	Event Center	City of Titusville	Annual Awards	VENDOR
October 19, 2018	10:00 a.m. to 1:00 p.m.	Event Center	Shannon Dyer	Wedding (set up)	County
October 20, 2018	2:00 p.m. to 10:00 p.m.	Event Center	Shannon Dyer	Wedding	County