



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.16.

2/23/2021

Subject:

Approval, Re: Second Amendment to the Lease with the Brevard Veterans Council, Inc. (District 2)

Fiscal Impact:

There is no fiscal impact to the Parks and Recreation Department budget as a result of approval of this action. All associated costs will be paid by the Brevard Veterans Council, Inc.

Dept/Office:

Parks and Recreation

Requested Action:

It is requested the Board of County Commissioners approve and authorize the Chair to execute the Second Amendment to the Lease with the Brevard Veterans Council, Inc.

Summary Explanation and Background:

The County has partnered with the Brevard Veterans Council, Inc. since 1990 for the operation and maintenance of Veterans Memorial Park located at 400 South Sykes Creek Parkway on Merritt Island. The 2.63-acre park is located on the water's edge at Sykes Creek and is home of the Veterans Memorial Museum.

The Brevard Veterans Council, Inc. is desirous of installing a periscope at the Museum. The County is agreeable to the request with the contract stipulating:

- The County shall approval all plans and specifications
- The Council shall pay all costs of construction
- The Council shall be responsible for all subsequent cost of maintenance including the periscope, roof, ceiling, walls and/or floors

The term on this Lease will expire on April 27, 2028. The contract has been reviewed and approved by the County Attorney's Office and Risk Management.

Brevard County Code of Ordinances, Chapter 2, Section 2-41 through Section 2.251, establishes procedures for the sale, leasing and donation of real property. It requires the intent and County Code be published on the County website at least five days prior to the public meeting. The posting requirement was successfully completed on February 10, 2021.

Clerk to the Board Instructions:

Please call Melissa at 350-9125 when the document is ready for pick up.



February 24, 2021

M E M O R A N D U M

TO: Mary Ellen Donner, Parks and Recreation Director

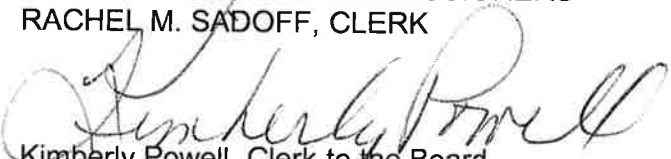
RE: Item F.16., Resolution and Approval for Second Amendment to the Lease with the Brevard Veterans Council, Inc.

The Board of County Commissioners, in regular session on February 23, 2021, adopted Resolution No. 2021-013, authorizing the Second Amendment to the Lease Agreement; and approved and authorized the Chair to execute the Second Amendment to the Lease Agreement with the Brevard Veterans Council, Inc. Enclosed is a fully-executed Agreement and a fully-executed Resolution.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

Encls. (2)

Resolution Number 2021- 013

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 Second Amendment to the Lease Agreement of Real Property to a Not For Profit Corporation organized under the laws of the State of Florida; and Providing for an Effective Date.

Whereas, the **Brevard Veterans Council, Inc.**, a 501(c)(3) tax exempt Not For Profit Corporation organized under the laws of the State of Florida (hereinafter referred to as "Council") previously applied to the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter referred to as "County") and entered into a Lease for a County owned facility which is a part of the County public park known as the **Veterans Memorial Center** (hereinafter referred to as the "Center"); and

Whereas, under the Lease dated April 28, 1998, First Amendment dated February 26, 2002 and Renewal dated November 6, 2014, the Council operates and maintains the Center for the benefit and enjoyment of the population of Brevard County; and

Whereas, the Council has requested to install a periscope at the Center; and

Whereas, the County finds that the Council's continued operation of the Center 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 Center was constructed.

Now, Therefore, be it resolved by the Board of County Commissioners of Brevard County, Florida, that:

1. The Veterans Memorial Center is a County owned facility and was constructed for the purpose of being used as a public Center.
2. The County has determined that the Veterans Memorial Center is not needed by the County.
3. The Council has requested to install a periscope to the premises and the Council shall pay for all costs of the construction and installation of the proposed periscope including the maintenance thereof as provided for in the Second Amendment to the Lease.
4. The Council shall continue to operate and maintain the Center for the benefit and enjoyment of the population of Brevard County.
5. This Resolution shall take effect immediately upon its adoption.

6. In the event that the Council fails to comply with the Lease and any amendments or renewals to the same, then the Center shall immediately revert to the County which shall thereafter have the right to reenter and repossess the property.

Attest:

By: 
Rachel Sadoff, Clerk of Court

**Board of County Commissioners
of Brevard County, Florida**

By: 
Rita Pritchett, Chair

As approved by the Board on 2/23/2021.

This Second Amendment to the **Lease Agreement** is made and entered into 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 **Brevard Veteran's Council, Inc.**, hereinafter referred to as "Council".

Witnesseth:

Whereas, the parties hereto have previously entered into a Lease Agreement under Contract Number 1015, dated April 28, 1998, First Amended on February 26, 2002 and renewed on November 6, 2014 for the lease of certain real property commonly referred to as the Veteran's Memorial Park and Park Building (hereinafter referred to as "Park" or "Leased Premises") located in Brevard County, Florida; and

Whereas, at this time Council has made the request to make alterations to wit: the installation of a periscope through the roof of the Leased Premises located at 400 S. Sykes Creek Parkway, Merritt Island, Florida 32952; and

Whereas, pursuant to Section 7 of the Lease Agreement, all plans and specifications for any construction or other development for improvements at the Park shall be reviewed and approved of by the County prior to any action by the Council; and

Whereas, the County desires to grant the proposed request from Council subject to the terms and conditions as set forth more fully in this Second Amendment.

Now, Therefore, in consideration of the premises and mutual covenants herein contained, the parties hereby agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated into this Second Amendment by this reference.
2. Approval of Plans and Specifications. Council shall submit and obtain approval from the County Parks and Recreation Department Director or designee of all plans and specifications for the design and installation of the periscope (hereinafter referred to as "Improvements") on the Leased Premises prior to the commencement of any work contemplated under this Second Amendment.
3. Costs of Improvements. Council agrees to complete the installation of the Improvements at the Council's sole expense. Council shall pay for all costs of the construction of the Improvements including, but not limited to, costs for labor, materials, equipment and any required permits. The County shall not be required or obligated in any way to construct or participate in any way in the construction of the Improvements or be responsible for the costs of construction of the Improvements.

4. Maintenance of Improvements. Upon completion of construction of the Improvements, Council shall be solely responsible for the costs of the maintenance of the Improvements and any repairs to the Improvements, including, but not limited to, repairs to the periscope, roof, ceiling, walls or floors of the Leased Premises and Council shall be solely responsible for any damage to the periscope or caused by the periscope to the roof, ceiling, walls or floors of the Leased Premises. The County shall not be required or obligated in any way to maintain or participate in any way in the maintenance of the Improvements, including, but not limited to, repairs to the roof, ceiling, walls or floors of the Leased Premises.

5. Insurance and Indemnification.

- a. Council agrees that it shall be solely responsible for the installation and maintenance of the Improvements including any damage or destruction to the roof, ceiling, walls or any part of the Leased Premises as a result of the installation or maintenance of the Improvements. Council agrees that it shall be solely responsible for any damage or destruction to any artifacts, memorabilia or objects maintained by the Council at the Park. Council agrees that the County shall be in no way responsible for any damage or destruction to the Leased Premises or Council artifacts, memorabilia or objects as a result of the installation of the Improvements.
- b. The Council 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 Council's installation of the Improvements including any proceedings and causes of action of every kind arising out of or connected with the Council, Council's employees, contractors, subcontractors, agents, representatives or volunteer's use, occupation, management or control of the Park or any improvements thereon or any furniture, furnishings, equipment and fixtures utilized in connection therewith. The Council 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 Council's activities contemplated under this Second Amendment 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.
- c. The Council agrees to provide and maintain at all times during the term of this Contract, without cost or expense to the County, policies of insurance

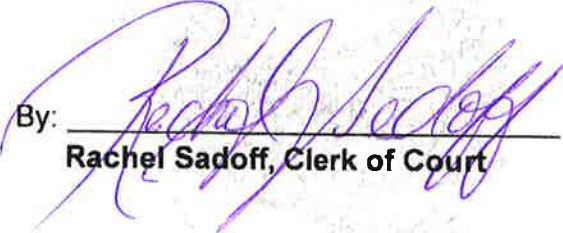
generally known as comprehensive general liability policies insuring the Council against any and all claims, demands, and causes of action whatsoever for injuries received and damage to property and any improvements thereon by the Council. Such policies of insurance shall insure the Council in the amount of not less than 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, and fire damage liability coverage with limits sufficient to provide for the replacement cost of any structure damaged due to fire. The Parks and Recreation Department is to provide the Council with a replacement cost for the highest valued structure subject to this Contract. The Council shall also provide and maintain at all times during the term of this Contract, without cost or expense to the County, policies of Sexual Abuse and Molestation insurance coverage in the minimum amount of One Million Dollars. Said insurance policies shall provide that the County is named as an additional insured and shall be entitled to thirty day prior notice of any changes or cancellation in said policies.

- d. The Council shall notify the County immediately in writing and by phone or email of any potentially hazardous condition existing on or about the Lease Premises utilized in conjunction of said activities. The Council 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 Council. The County does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Council's interests or liabilities, but are merely minimums. A certificate of insurance indicating that the Council has coverage in accordance with the requirements of this Contract shall be furnished by the Council to Central Area Parks Operations, 840 Forrest Avenue, Cocoa, Florida 32922 prior to execution of this contract.
6. All other terms and conditions of the Lease Agreement dated April 28, 1996 as amended by the First Amendment on February 26, 2002 and renewed on November 6, 2014, which are incorporated herein by this reference, not inconsistent with the provisions of this Second Amendment, shall remain in full force and effect.
 7. This Second Amendment shall be effective immediately upon execution by both parties.

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

Attest:

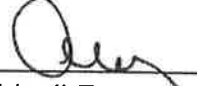
Board of County Commissioners
of Brevard County, Florida

By: 
Rachel Sadoff, Clerk of Court


By: 
Rita Pritchett, Chair

As approved by the Board on
2/23/2021.

Reviewed for legal form and content:

 2/15/2021
Abigail Forrester Jorandby
Assistant County Attorney

Brevard Veteran's Council, Inc.


BVC, Chair
Date: 2/15/2021

DON WENNER
BREVARD VETERANS COUNCIL
CHAIRMAN

Public Notice
Brevard County Board of County Commissioners

As provided in Brevard County Code Section 2-249, notice is hereby given that the Board of County Commissioners will hold a public meeting at 9:00 a.m. on February 23, 2021 at the Brevard County Government Center Board Room, Building C, 2725 Judge Fran Jamieson Way, Viera, Florida. At the meeting the Board will consider Resolution and Second Amendment to Lease with the Brevard Veterans Council, Inc. for the improvements to the Veterans Memorial Center. Any person objecting to the Renewal of the Lease may submit written objections to the county manager's office or may appear and speak in objection at the meeting. Additional information may be obtained by contacting Mary Ellen Donner, Parks and Recreation Department Director at (321) 633-2046.

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

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

RENEWAL OF LEASE AGREEMENT

THIS RENEWAL made and entered into this 6th day of November 2014, by and between BREVARD VETERANS COUNCIL, INC., hereinafter referred to as "Lessee" and the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "Lessor".

WITNESSETH:

WHEREAS, the parties hereto have previously entered into a Lease Agreement on April 28, 1998 under Contract No. 1015 and amended by Amendment to Lease Agreement on February 26, 2002; and

WHEREAS, the parties hereto desire to renew the Agreement under the same terms and conditions, and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree, as follows:

1. That the Agreement previously entered into by and between the Lessee and the Lessor under Contract No. 1015, dated April 28, 1998 and as amended on February 26, 2002 shall be renewed until April 27, 2028.

2. That all the terms and conditions of Contract No. 1015, which is incorporated herein by this reference, not inconsistent with the provision of this Agreement, shall remain in full force and effect.


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

ATTEST:


Scott Ellis, Clerk

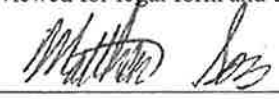
BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY FLORIDA

By:


Robin L. Fisher, Vice Chairman


AS APPROVED BY THE BOARD ON: 11-6-2014

Reviewed for legal form and content:


Assistant County Attorney

BREVARD VETERANS COUNCIL, INC.

By:


Patrick Clendenning, Chairman

STATE OF FLORIDA
COUNTY OF BREVARD
This is to certify that the foregoing
is a true and current copy of Agreement witness my hand
and official seal this 2 day of
December 2014
SCOTT ELLIS, Clerk of Circuit Court

BY 

D.C.

RECEIVED
MAR 14 2002
Clerk of Court

AMENDMENT TO LEASE AGREEMENT

**BETWEEN BREVARD COUNTY, FLORIDA AND
THE BREVARD VETERANS COUNCIL, INC.**

This Amendment to the Lease Agreement is entered into this 26 day of February, 2002, by Brevard County, a political subdivision of the State of Florida (County) and the Brevard Veterans Council, Inc. (Council).

WHEREAS, the County and Council have entered into a lease agreement for the lease of certain real property commonly referred to as the Veterans Memorial Park located in Brevard County, Florida attached hereto as Exhibit A.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREIN CONTAINED, the parties hereto do warrant and agree as follows:

SECTION 1. That Section 4 of the Agreement, *Rental Payments and Maintenance*, be amended as follows: Lessee agrees to pay the Lessor as rent for use and occupancy of the leased property the sum of \$1.00 per year, payable in advance.

In addition, Lessee shall be responsible for the day-to-day janitorial and custodian service of the building existing on the leased property, and shall maintain said building in its present condition.

The Lessor shall be responsible for the payment of all utility expenses including electric, water/sewer, security monitoring and waste removal. Lessee shall be responsible for payment of the telephone service.

SECTION 2. All other terms and conditions of the Lease Agreement dated April 28, 1998, which is incorporated herein by this reference, not inconsistent with the provisions of this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to Agreement to be effective as of the date and year first above-written.

Signed, sealed and delivered

In the presence of:

ATTEST:

Secretary

Brevard Veterans Council, Inc:

By: Edmund E. Walsh, Jr.
Chairman

ATTEST:

Scott Ellis

Scott Ellis, Clerk

Board of County Commissioners
Of Brevard County, Florida

By: Truman G. Scarborough, Jr.
Chairman

STATE OF FLORIDA
COUNTY OF BREVARD

This is to certify that the foregoing is a
true and correct copy of AGREEMENT
and official seal this 18 day of
APRIL 2002

SCOTT ELLIS
Clerk Circuit Court
By: Scott Ellis D.C.

As Approved by the Board on: February 26, 2002

LEASE AGREEMENT

THIS AGREEMENT, made this 28 day of April, 1998, is between the Board of County Commissioners of Brevard County, a political subdivision of the State of Florida, hereinafter referred to as the "Lessor", and the Brevard Veterans Council, Inc., a corporation existing under the laws of the State of Florida, hereinafter referred to as the "Lessee".

WITNESSETH:

WHEREAS, Brevard Veterans Council, Inc. ("COUNCIL"), a corporation not-for-profit, organized under the laws of the State of Florida, has applied pursuant to the provisions of 125.38, Fla. Stat. (1997), to the Board of County Commissioners of Brevard County, Florida ("COUNTY"), for the lease of certain property commonly referred to as the Veterans Memorial Park ("PARK") located in Brevard County, Florida, described in Exhibit "A", attached hereto and incorporated herein by reference; and

WHEREAS, the COUNCIL is seeking to provide facilities and programs for veterans and the general public in Brevard County, Florida; and

WHEREAS, COUNTY wishes to assist the COUNCIL in providing such facilities; and

WHEREAS, COUNTY has developed the PARK with the assistance of the COUNCIL for public purposes; and

WHEREAS, the COUNCIL has petitioned the COUNTY for the lease of the PARK facilities; and

WHEREAS, the COUNTY makes specific findings by Resolution that the objectives of the COUNCIL and the lease of the PARK would serve community interests and welfare; and

WHEREAS, the COUNTY by Resolution finds that the lease of the PARK is consistent with the COUNTY'S purposes and the property is not required for county purpose.

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

1. **Premises Leased:** That the Lessor, in consideration of the covenants herein contained, does hereby lease to the Lessee the real estate described as follows:

That parcel of County owned property currently known as Veteran's Memorial Park, adjacent to Newfound Harbor on Merritt Island, including an additional parcel of State owned land dedicated by the State for use in conjunction with the development of a Veterans Memorial Park.

2. **Term:** The term of this lease is for a period of twenty-five (25) years commencing on the 28th day of April 1998, and ending on the 27th day of April 2023, at midnight.

3. **Renewal:** It is hereby mutually agreed and understood that the Lessee has the option to request renewal of this Agreement for additional five (5) year terms upon written notice to the Lessor received at least ninety (90) days prior to the date of termination of the current term. Approval of the renewal is at the discretion of the Lessor.

4. **Rental Payments and Maintenance:** Lessee agrees to pay the Lessor as rent for use and occupancy of the leased property the sum of \$1.00 per year, payable in advance.

In addition, Lessee shall be responsible for the day-to-day janitorial and custodian service of the building existing on the leased property, and shall maintain said building in its present condition.

The Lessee shall be responsible for the payment of all utility expenses including electric, water and telephone.

The Lessor shall be responsible for the maintenance of, and all costs incurred in, the maintenance and repair of all climate control, water cooling, building structure, roof, plumbing and electrical equipment. For other than day-to-day janitorial and custodian service, maintenance of the building shall be provided by the Lessor. The Lessor will, in addition, maintain the grounds, sewer and water systems, roads, parking areas and pathways.

5. **Monuments, plaques, etc.:** Neither the Lessee nor the Lessor will install, place, or build any permanent monument, plaque, or similar object on the Park grounds without the specific approval of both parties concerned, to wit: Chairman, Brevard Veterans Council, Inc.

County Manager or his Designee

In their absence, or with their specific written approval, a person or persons designated to represent them may act on their behalf. A rejection by either party indicated will result in a disapproval of the request to install such objects on the exterior of the building or on the Park grounds.

a. Any permanent monument, plaque, or similar object approved for installation on the building or on the Park grounds, will, upon being placed on the building or Park grounds, become the property of the Lessor.

b. No property of the Lessor is to be sold, loaned, used or moved outside of the leased property without the written approval of the County Manager or his designated representative.

c. The Lessee may place a "Huey" Helicopter or other Military displays on the grounds of the property subject to approval by the County Manager or his Designee. The Lessee will be responsible for all maintenance of said displays. The Lessee will ensure that the general public shall not have access to said equipment. The Lessee understands the County is not liable or in any way responsible for damage to said displays and the Lessee assumes any liability to others for injury caused by said displays.

6. Permitted Activities of the Lessee on the Leased Property: The Lessee shall use the leased property for the following purposes:

- a. As a repository for military artifacts and memorabilia.
- b. As an activities center for veterans organizations.
- c. As a public social facility, community recreation center, museum and library.
- d. The Park and its building shall be open to the public. The Lessee shall be solely responsible for scheduling and supervising the use of the leased property.

7. Improvements: The Lessee may pursue funding for improvements on the leased property. All plans and specifications for any construction or other development at the Park shall be reviewed and approved by the County prior to any action by the Council. Any permanent improvement or equipment installed by the Council on County property shall become property of the County upon termination of this agreement.

The Council shall ensure that no contractor which the Council may hire to perform any portion of construction, renovation, or repairs to the facilities shall be entitled to file any liens, mechanics or otherwise, against the facilities involved or any County property to secure the contractors interests or payments due. Any contract which the Council signs or executes with a contractor shall contain a provision which waives any right to file any such liens and a provision which requires the contractor to include the same waiver by any subcontractors which the contractor may hire in any agreement/contract the contractor executes with the subcontractor.

8. **Fees:** The Lessee may charge users of the facilities reasonable fees for the use of the leased property. A schedule of the fees must be approved by the County Manager or his designated representative. Such fees shall be used in support of the Council responsibilities.

9. **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.

10. **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 274A9e) of the Immigration and Nationality Act "INA"). The County shall consider the employment by the contractor of unauthorized aliens a violation of Section 274A9e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A9e) of the INA shall be grounds for unilateral cancellation of the Agreement by the County.

11. **Illegal, Unlawful or Improper Use:** The Lessee shall make no unlawful, improper or offensive use of the leased property, nor will the Lessee use the leased property, or allow the use of the leased property, for any purpose other than as stated in paragraph 6 above. Failure of the Lessee to comply with this provision shall be considered a material default under the lease.

12. **Indemnification and Insurance:** The Lessee agrees that it will indemnify and hold harmless the Lessor from any and all liability, claims, damages, expenses (including attorney's fees, paralegal fees, and costs) and proceedings, and causes of action of every kind and nature arising out of or connected with the Lessee's use, occupation, management, and control of the leased property or any improvements thereon or any furniture, finishings, equipment and fixtures utilized in connection therewith. The Lessee agrees it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the County/Lessor in connection with said facilities arising from Lessee's activities or activities allowed by the Lessee and that it will satisfy, pay, and discharge any and all judgements that may be entered against the County/Lessor in any such action or proceeding.

The parties agree that specific consideration has been received by the Lessee for this hold harmless/indemnification clause.

a. The Lessee further agrees to provide and maintain at all times during the term of this lease, without cost or expense to the Lessor, policies of insurance, generally known as public liability policies, insuring the Lessor against any and all claims, demands, causes of action whatsoever for injuries received and damage to property in connection with the Lessee's use, occupation, management, and control of the property and the improvements thereon.

b. Such policies of insurance shall insure the Lessor in an amount not less than \$300,000.00 to cover bodily injury and property damage in connection with one particular accident or occurrence that may arise or be claimed to have arisen against the Lessor. The County shall be named as an additional insured. Such policies shall also contain a clause that the County shall be entitled to thirty (30) days advance notice of cancellation of such policies. The limits of liability shall be reviewed periodically and may be increased during the term of this lease agreement. A current copy of such insurance policies shall be filed with the County Manager or his designated representative during the term of this agreement. The required policy limits may be increased from time to time, by the County, during the term of this contract, to levels similar to those required in County lease agreements with other organizations currently issued at that time.

13. Right of Entry by Lessor: Lessor or its agents may at a reasonable time enter in and on the leased property for the purpose of inspecting such property or performing other duties as required by the terms of this lease and rules, regulations, ordinances or laws of the appropriate government units.

14. Termination: This Agreement may be terminated for cause by the Lessor, by the County Manager, or his designated representative, on behalf of the Lessor by giving five (5) days written notice of termination to the Lessee subject to the procedures provided for as follows:

a. The Lessee will be allowed thirty (30) working days, from the date of the notice to correct the stated cause for termination action. If at the end of said thirty (30) day period the cause for termination has not been corrected, the lease shall be terminated without need of further action by the County.

b. The cause for termination shall include, but not be limited to, any material breach of this Lease Agreement or failure of the Lessee to adhere to County, State or Federal guidelines, policies, laws, rules or directives.

15. Emergencies: In the case of a declared state of emergency in Brevard County by the Board of County Commissioners, the County retains the right to immediately resume occupation, management, and maintenance of the facility, to use the facility to meet any emergency needs of the citizens of Brevard County for the period of that emergency and a reasonable period of time thereafter as deemed necessary by the County.

16. Audit of Books: The County and its auditors shall be entitled to audit the books and records of the Council to the extent that such books and records related to the performance of this Lease. The Council shall maintain such records and accounts, including property, personnel, financial records, as are deemed necessary by the County and its auditors to insure proper accounting for all funds expended under this Lease. Said records shall be made available, upon request, for audit purposes to Brevard County and its auditors. Such books and records shall be maintained by the Council for a period of three (3) years from the date of termination of this Lease unless a shorter period is otherwise authorized in writing.

17. Supervision of Premises: During all hours of operation of the leased property by the Lessee, or during the hours when the leased property is utilized for activities or programs sanctioned or allowed by the Lessee, the Lessee shall be responsible for any and all damage to the leased property, ordinary wear and tear excepted.

Lessee shall be required to designate a responsible person to oversee the use of the leased property and to secure the leased property following its use. A list of persons designated as having responsibility for the leased property shall be provided to, and approved in writing by the Lessor prior to the effective date of the lease. The Lessee agrees to keep such list current throughout the term of the lease agreement.

18. 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.

19. Independent Contractor: The Council shall perform the terms and conditions of 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, in any way, be construed

to constitute the Council or any of its agents or employees as the representative agents or employees of the County.

20. Modification: No modification of this agreement shall be binding on County or the Council unless reduced to writing and signed by a duly authorized representative of County and the Council.

21. Venue: Venue for any legal action brought by any party to this agreement to interpret, construe or enforce this agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida.

IN WITNESS WHEREOF, the Lessor and the Lessee have signed and sealed this Lease Agreement on this 28th day of April, A.D. 1998.

Signed, sealed and delivered
in the presence of:

BREVARD VETERANS COUNCIL, INC.


ATTEST:


Secretary

BY: 
Chairman

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 
Sandy Crawford, Clerk

By: 
Helen Voltz, Chairman

AS APPROVED ON: 4-28-98

"Exhibit A"

Township 24, Range 36, Section 36 Subdivision 00, Block 716

Part of filled land line in government lot 3 as described in ORB 925 Page 416.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
12/09/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. IF ENDORSEMENT IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Blue Sky Insurance Agency 25 Stone Street Coconut Village, FL 32622 Phone (321) 636-8878 Fax (321) 636-8878	CONTACT PERSON NAME: (321) 636-8878 PHONE: (321) 636-8878 FAX: (321) 636-8878 EMAIL: (321) 636-8878
INSURED VETERAN'S MEMORIAL 400 S Dylans Creek Blvd Merritt Island, FL 32962 (321) 783-3949	INSURER A: SCOTTEALE INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	INSURER	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> CLAIM <input type="checkbox"/> LOC		CP61885410	12/04/2013	12/04/2014	EACH OCCURRENCE \$ 1,000,000.00 BODILY INJURY \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADJ INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMPOS AGG \$ 1,000,000.00
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> MIXED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ <input type="checkbox"/> NO STAYL <input type="checkbox"/> OTHER
WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETARY PARTNERSHIP/NEGATIVE OPERATIONS EXCLUDED? <input type="checkbox"/> YES <input type="checkbox"/> NO LOSS SHOWN HERE DESCRIPTION OF OPERATIONS below	Y/N	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

MUSEUM WITH SPECIAL EVENT - VETERAN'S STAND DOWN MARCH 22, 2014 LOCATED AT THE NATIONAL GUARD ARMORY.

EXCLUSIONS: ANY & ALL PROFESSIONAL EXPOSURE

CERTIFICATE HOLDER

 BREVARD COUNTY PARKS & REC DEPT
840 FORREST AVE
0000A, FL 32922

FAX (321) 633-2198

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robyn K Greeno

Public Notice

Notice is hereby given that the Brevard County Board of County Commissioners proposes to lease certain property within Veterans Memorial Park in Merritt Island, Florida to the Brevard Veterans Council, Inc. for \$1.00 per year. It is proposed the Lease Agreement with Brevard Veterans Council, Inc. be amended to include language to extend the term of the lease to April 27, 2028. Any person objecting to the lease may submit written objections to the Brevard County Manager's Office or may appear and speak in objection at the meeting where the disposition is considered. The meeting will be held before the Board of County Commissioners on November 6, 2014, 5:00 pm, 2725 Judge Fran Jamieson Way, Building C, 1st Floor, Commission Chambers, Viera, Florida 32940. A copy of the standards set forth in the code authorizing the lease shall be available to any interested persons by posting a copy of this code on the County internet website. Persons without a computer may access such information using the internet access at Brevard County Public Libraries.

Please post this Public Notice in FL TODAY on Saturday, November 1, 2014. Any questions and for billing purposes, please contact Marsha Cantrell, Brevard County Parks Support Services Manager, 321-633-2046, marsha.cantrell@brevardparks.com

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Brevard Veterans Council, Inc.		2. Amount:	
3. Fund/Account #:		4. Department Name: Parks & Recreation	
5. Contract Description: Second Amendment to Lease Agreement			
6. Contract Monitor: Melissa Renninger		8. Contract Type:	
7. Dept/Office Director: Mary Ellen Donner		LEASE/RENTALS	
9. Type of Procurement: Exempt from Competition			

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

☒
☐

Purchasing

☐
☐

Risk Management

☒
☐

County Attorney

☐
☐

Lairsey, Matt

Digitally signed by Lairsey, Matt
Date: 2020.12.22 12:19:42 -05'00'

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
BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Brevard Veterans Council, Inc.		2. Amount:	
3. Fund/Account #:		4. Department Name: Parks & Recreation	
5. Contract Description: Second Amendment to Lease Agreement			
6. Contract Monitor: Melissa Renninger		8. Contract Type: LEASE/RENTALS	
7. Dept/Office Director: Mary Ellen Donner			
9. Type of Procurement: Exempt from Competition			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☒
☐

Purchasing

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☐

Risk Management

☐
☐

County Attorney

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Jorandby, Abigail F. Digitally signed by Jorandby, Abigail F.
Date: 2020.12.22 13:04:16 -0500

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

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☐

Purchasing

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Risk Management

☐
☐

County Attorney

☐
☐

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"/>
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Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>