

Meeting Date
07/21/2015



AGENDA	
Section	CONSENT
Item No.	II.C.1

**AGENDA REPORT**  
**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**

SUBJECT:	<b>Resolution &amp; Amendment to Lease Agreement with Brevard County Sheriff's Department RE: Use of County Property for Farm</b>
DEPT/OFFICE:	CENTRAL SERVICES/FACILITIES

**Requested Action:**

It is requested that the Board of County Commissioners authorize the Chairman to execute an Amendment to Lease Agreement and Resolution with Sheriff Wayne Ivey for the use of County property east of I-95 near Cocoa.

**Summary Explanation & Background:**

The Board of County Commissioners, in regular session on November 15, 1985, executed a Lease Agreement with the Brevard County Sheriff's Department for County property to be used as farm land east of Interstate 95 in Cocoa. This Lease was extended in September 1995 for ten (10) years, and again October 15, 2005 for an additional ten (10) years. The Lease will expire October 15, 2015.

Staff is recommending renewal of the Lease under the same terms and conditions as the original. The Amendment to Lease Agreement extends the Lease an additional ten (10) years, expiring October 15, 2025.

**FISCAL IMPACT:** The County collects a \$1.00 Lease payment annually. The Sheriff's Department is responsible for the day-to-day maintenance of the property and pays all charges for public utilities and any other applicable charges to said Lease property.

Clerk to the Board Instructions: return two (2) original executed Amendments to Facilities, MS #81.

Exhibits Attached: Amendment to Lease, Resolution

<b>Contract /Agreement (If attached):</b>		<b>Reviewed by County Attorney</b>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager	Assistant County Manager		Frank Abbate, Public Safety & Support Services		Department Director / Extension			
Stockton Whitten	Assistant County Manager				Teresa Camarata, Central Services Director x52543			



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

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

July 22, 2015

MEMORANDUM

TO: Teresa Camarata, Central Services Director

RE: Item II.C.1., Resolution and Amendment to Lease Agreement with Brevard County Sheriff's Department for Use of County Property for Farm

The Board of County Commissioners, in regular session on July 21, 2015, adopted Resolution No. 15-108, and executed Amendment to Lease Agreement with the Brevard County Sheriff's Department for County property to be used as farm land east of Interstated 95 in Cocoa. Enclosed are two fully executed Resolutions and Agreements.

Your continued cooperation is appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/kg

Encls. (4)

cc: Contracts Administration  
Sheriff's Office  
Finance  
Budget

RESOLUTION NO. 2015- 108

A RESOLUTION PURSUANT TO THE CODE OF ORDINANCES OF BREVARD COUNTY, FLORIDA, FLORIDA STATUTE 125.38, AUTHORIZING THE SALE OF COUNTY PROPERTY TO UNITED STATES, OR STATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA (hereinafter referred to as "COUNTY"), wishes to lease approximately 52 acres of land located in Parcels 251 and 253, East of I-95, in Section 1, Township 25S, Range 35E; to the BREVARD COUNTY SHERIFF'S DEPARTMENT;

WHEREAS, the County has previously leased this property to the Brevard County Sheriff's Department since November 05, 1985;

WHEREAS, Brevard County Sheriff Wayne Ivey wishes to extend current lease under the same terms and conditions;

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

1. The Board of County Commissioners hereby finds, by supermajority vote, that the use of the land by Brevard County Sheriff's Department serves a public interest;
2. That the use of the land by Brevard County Sheriff's Department will be used in a manner that is compatible with a public purpose;
3. The term of the Lease Agreement shall commence October 16, 2015 and terminate on October 15, 2025. Either party may terminate this Agreement earlier by providing written notice to the other party ninety (90) days in advance of such termination date.
4. The annual rent for this land shall be a \$1.00.
6. In the event the property is not used or ceases to be used for the stated purpose, the lease term shall immediately cease, and the County shall have the right to re-enter and repossess the property.

The resolution shall take effect October 16, 2015.

DONE, ORDERED AND ADOPTED, in Regular Session, this 21st day of July, 2015..

ATTEST:

  
\_\_\_\_\_  
Scott Ellis, Clerk

  
\_\_\_\_\_  
BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

Robin Fisher, Chair

As approved by Board 7-21-15

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO AGREEMENT, made and entered into this 21 day of July 2015, by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "Lessor" and the BREVARD COUNTY SHERIFF'S DEPARTMENT, hereinafter referred to as "Lessee".

WITNESSETH

WHEREAS, Brevard County Board of County Commissioners and the Brevard County Sheriff's Department have previously entered into a Lease Agreement on November 5, 1985 and Amendment to Lease Agreement on September 12, 1995 and October 11, 2005, a copy of which is attached hereto and incorporated herein as Attachment "A", and made a part hereof by this reference, and

WHEREAS, Brevard County Board of County Commissioners and the Brevard County Sheriff's Department desire to extend the term of the Lease Agreement;

WHEREAS, the Board, by Resolution, has determined that the property is not needed for use by the Board and that it this lease serves the purpose of promoting community interest and welfare.

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

SECTION 1: The term of the Lease Agreement executed by both parties on November 5, 1985, Amendment to Agreement dated September 12, 1995 and Amendment to Agreement dated October 11, 2005, shall be extended for ten (10) years, commencing on October 16, 2015 and terminating on October 15, 2025.

SECTION 2: That all other terms and provisions of the Lease Agreement dated November 5, 1985, Amendment to Agreement dated September 12, 1995 and Amendment to Agreement dated October 11, 2005, which are not consistent with the terms and provisions of this Amendment to Lease 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  
BREVARD COUNTY, FLORIDA

Robin Fisher, Chairman

As approved by the Board: 7-21-15

BREVARD COUNTY SHERIFF'S  
DEPARTMENT

Wayne Ivey, Sheriff

Reviewed for legal form and content: Randall L. Nelson  
Assistant County Attorney 6/11/15

# **ATTACHMENT "A"**

**AMENDMENT TO LEASE AGREEMENT**

**THIS AMENDMENT TO AGREEMENT**, made and entered into this 12th day of September, 1995, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "Lessor," and the **CLAUDE W. MILLER, SHERIFF**, hereinafter referred to as "Lessee."

**WITNESSETH**

**WHEREAS**, Brevard County and Sheriff Miller have previously entered into a Lease Agreement on November 5, 1985, a copy of which is attached hereto and incorporated herein as Exhibit "A", and made a part hereof by this reference, and

**WHEREAS**, Brevard County and Sheriff Miller desire to extend the term of the original Lease Agreement.

**NOW, THEREFORE**, in consideration of the covenants and premises contained herein, the Lessor and Lessee agree as follows:

**SECTION 1.** The term of the Lease Agreement executed by the parties on November 5, 1985, shall be extended for ten years commencing October 16, 1995, terminating on October 15, 2005.

**SECTION 2.** That all other terms and provisions of the Agreement dated November 5, 1985, which are not inconsistent with the terms and provisions of this Amendment to Lease Agreement, shall remain in full force and effect.

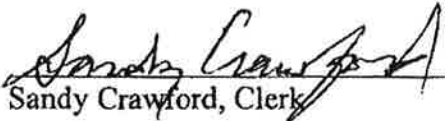
**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals on the date first above written.

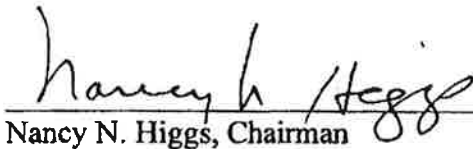
As approved by the Board on

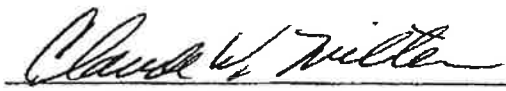
9-12-95

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

  
Sandy Crawford, Clerk

  
Nancy N. Higgs, Chairman

  
Claude W. Miller, Sheriff

REC-113  
SEP 15 1995  
10:37 AM

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 5th day of November, 1985, 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 CLAUDE W. MILLER, SHERIFF, hereinafter referred to as "Lessee".

W I T N E S S E T H :

WHEREAS, the County is the Owner of certain real property located in Brevard County, Florida, commonly known as Parcel 251 and 253, lying east of Interstate 95 Section 1, Township 25S, Range 35 E, containing approximately 52 acres, hereinafter referred to as "Lease Property"; and

WHEREAS, the County, pursuant to the authority set forth in Section 125.35, Florida Statutes, may lease county-owned property upon a finding that it is in the best interest of the County to do so.

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

1. Term: The term of this agreement shall be from the date of this Agreement through October 15, 1995.

2. Lease Property: The Lease Property is located in Brevard County, Florida, and commonly known as Parcels 251 and 253, lying east of Interstate 95, Section 1, Township 25S, Range 35E, containing approximately 52 acres, and is further described in Exhibit "A" which is herein attached.


3. Consideration and Obligation: Payment for said Lease

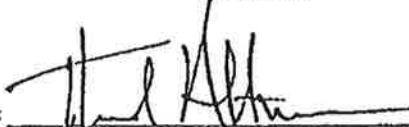
purposes but may engage in any activity not prohibited by State law or local ordinance or regulation. The Lessee shall also comply with all applicable Brevard County zoning ordinances.

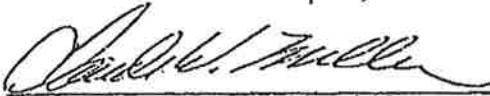
5. County Right of Entry Upon Lease Property: The County specifically reserves the right to enter upon and inspect the Lease Property and equipment without prior notice at any time.

WHEREFORE, the parties hereto have hereunto set their hands and seals the day and year first above written.

ATTEST: BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA

  
R. C. Winstead, Jr., Clerk


By:   
Thad Altman, Chairman

  
CLAUDE W. MILLER, Sheriff

STATE OF FLORIDA  
COUNTY OF BREVARD

BEFORE ME, the undersigned, a Notary Public in and for the State and County aforesaid personally appeared CLAUDE W. MILLER, who upon oath acknowledged himself to be the Sheriff of Brevard County and that he being authorized so to do, executed and delivered the foregoing Lease Agreement for the purposes therein expressed.

WITNESS my hand and official seal at Titusville, Florida, this 25th day of November, 1905.

  
Notary Public, State of Florida  
at Large

My Commission expires:  
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAY 1, 1907  
BONDED THROUGH MUNDORF-WASHINGTON, INC.

OCT 20 1905  
RECEIVED  
Facilities  
Construction  
371

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO AGREEMENT, made and entered into this 11<sup>th</sup> day of October, 2005, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "Lessor" and the **BREVARD COUNTY SHERIFF'S DEPARTMENT**, hereinafter referred to as "Lessee". **WITNESSETH**

**WHEREAS**, Brevard County Board of County Commissioners and the Brevard County Sheriff's Department have previously entered into a Lease Agreement on November 5, 1985 and Amendment to Lease Agreement on September 12, 1995, a copy of which is attached hereto and incorporated herein as Exhibit "A", and made a part hereof by this reference, and

**WHEREAS**, Brevard County Board of County Commissioners and the Brevard County Sheriff's Department desire to extend the term of the original Lease Agreement.

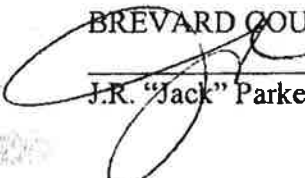
**NOW, THEREFORE**, in consideration of the covenants and premises contained herein, the Lessor and Lessee agree as follows:

**SECTION 1:** The term of the Lease Agreement executed by the parties on November 5, 1985 and Amendment to Agreement dated September 12, 1995, shall be extended for ten (10) years commencing on October 16, 2005 and terminating on October 15, 2015.

**SECTION 2:** That all other terms and provisions of the Agreement dated November 5, 1985 and Amendment to Agreement dated September 12, 1995, which are not consistent with the terms and provisions of this Amendment to Lease 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.

BREVARD COUNTY SHERIFFS DEPARTMENT

  
\_\_\_\_\_  
J.R. "Jack" Parker, Sheriff

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

  
\_\_\_\_\_  
Ron Pritchard, D.P.A., Chairman

ATTEST

  
\_\_\_\_\_  
Scott Ellis, Clerk

As Approved By the Board on: 10/11/05

Reviewed for Legal Form and Content:

  
\_\_\_\_\_  
Shannon R. Nelson, 9/26/05  
Assistant County Attorney