



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.9.

8/12/2025

Subject:

Approval, Re: Resolution and Lease to Wickham Park Senior Center, Inc. located at 2785 Leisure Way, located in Melbourne, Florida (District 4)

Fiscal Impact:

There will be no impact to the General Fund. It is estimated that the revenue from the first year of the lease will be \$3,376.56. Subsequent years are subject to annual adjustment based on the previous 12-month Consumer Price Index for All Urban Consumers (CPI-U).

Dept/Office:

Parks and Recreation Department

Requested Action:

It is requested that the Board of County Commissioners approve and authorize:

1. The Chairman to execute a Resolution allowing the non-competitive lease of County property located at 2785 Leisure Way, Melbourne, Florida, which was developed to serve the recreational, social, and wellness needs of Brevard County's senior population, to the Wickham Park Senior Center, Inc., and
2. The Parks and Recreation Department Director to execute the agreement, renewals, modifications, and amendments upon approval of the County Attorney's Office and Risk Management.

A **majority plus one vote** of the Board is required to approve this item per Sec. 2-247, Code of Ordinances of Brevard County.

Summary Explanation and Background:

The Parks and Recreation Department (Department) has maintained a lease agreement with the Wickham Park Senior Center (WPSC) in Melbourne for several decades, supporting the ongoing partnership with this long-established nonprofit organization. The organization helps deliver essential programming to seniors across all socioeconomic levels, including recreational, physical, financial, health, social, nutritional, and educational services.

Brevard County Ordinance Section 2-247, non-competitive lease or sale of county property, allows for the leasing of county-owned real property to any nonprofit corporation "If the board of county commissioners is satisfied that the proposed use of the property will serve the public interest; will serve a public purpose; is in the best interest of the county; and make a finding that the property is either likely to be not needed for county purposes in the future or will be used in a manner compatible with county purposes, the board of county commissioners may, in its sole discretion, authorize the sale or entry into a lease for rent, whether nominal or otherwise, as the board of county commissioners may fix, regardless of the actual value of the

lease.”. Since the value of this lease is nominal, then a majority plus one vote of the Board is required for approval of this lease.

The Department has sought to standardize Lease Agreements for agencies in order to consolidate and align the terms of said leases for consistency. This Lease Agreement includes a five-year initial term, with one additional five-year renewal option, and establishes a monthly rental rate of \$281.38. Additionally, the lease will include a CPI based escalator on the rent tied to the Consumer Price Index for All Urban Consumers (CPI-U).

Under the new Lease Agreement, the Department assumes full responsibility for maintenance, repair, and replacement of the HVAC and plumbing systems, the electrical distribution system, and all major structural components, including the roof, walls, and parking lots. Tenant responsibilities are limited to interior upkeep such as janitorial service, restocking restrooms, reporting repair needs, and maintaining a safe and orderly environment within the facility. The Boards of Directors for WPSC have been advised of additional lease changes, such as the background screening requirements.

Clerk to the Board Instructions:

Return the Resolution to the Parks and Recreation Department.

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Wickham Park Senior Center		2. Amount: 281.38	
3. Fund/Account #:		4. Department Name: Parks & Recreation	
5. Contract Description: Lease Contract with Wickham Park Senior Center			
6. Contract Monitor: Amanda Pynn		8. Contract Type: LEASE/RENTALS	
7. Dept/Office Director: Ian Golden			
9. Type of Procurement: Other			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

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

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pynn, Amanda <small>Digitally signed by Pynn, Amanda Date: 2025.07.02 11:25:08 -04'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Watson, Michael <small>Digitally signed by Watson, Michael Date: 2025.07.28 11:42:29 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____

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"/>



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

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

August 13, 2025

M E M O R A N D U M

TO: Ian Golden, Parks and Recreation Director

RE: Item F.9., Approval of Resolution and Lease to Wickham Park Senior Center, Inc. Located at 2785 Leisure Way, Located in Melbourne, Florida

The Board of County Commissioners, in regular session on August 12, 2025, approved and adopted Resolution No. 25-074, allowing the non-competitive lease of County property located at 2785 Leisure Way, Melbourne, Florida, which was developed to serve the recreational, social, and wellness needs of Brevard County's senior population, to the Wickham Park Senior Center, Inc.; and approved and authorized you to execute the agreement, renewals, modifications, and amendments, upon approval of the County Attorney's Office and Risk Management. Enclosed are fully-executed Resolution and executed Lease.

Upon execution by Wickham Park Senior Center Association, Inc., please return a fully-executed Lease to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell, Clerk to the Board

/tr

Encls. (2)

cc: Finance
Budget



RESOLUTION NO. 2025- 074

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, PURSUANT TO SECTION 125.35, FLORIDA STATUTES AND SECTION 2-247 OF THE BREVARD COUNTY CODE OF ORDINANCES, AUTHORIZING THE LEASE OF REAL PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Brevard County (hereinafter referred to as the "County") owns the facility commonly known as the Wickham Park Senior Center, located at 2785 Leisure Way, Melbourne, Florida, and Wickham Park Senior Center Association, Incorporated, a 501(c)(3) tax exempt Not for Profit Corporation organized under the laws of the State of Florida, (hereinafter referred to as the "Tenant"), has historically operated programming at the facility and wishes to continue doing so; and

WHEREAS, the services and programs offered by Wickham Park Senior Center Association, Inc. promote the health, well-being, and social engagement of Brevard County's senior population; and

WHEREAS, the County finds that the continuation of such services constitutes a valid public purpose and aligns with the County's responsibility to provide recreational and wellness opportunities for residents; and

WHEREAS, Section 125.01(1)(f), Florida Statutes, authorizes counties to provide parks, preserves, playgrounds, recreation areas, and other recreational and cultural facilities and programs; and Section 125.01(3), Florida Statutes, further provides counties with the authority to contract with nonprofit organizations for the delivery of such services;

NOW, THEREFORE, BE IT RESOLVED THAT the Board of County Commissioners of Brevard County, Florida, that:

1. The Wickham Park Senior Center Association, Inc. has expressed the desire to continue to operate the Wickham Park Senior Center located at 2785 Leisure Way, Melbourne, Florida, to serve the recreational, social, and wellness needs of Brevard County's senior population.
2. The Tenant shall operate and maintain the Senior Center for the benefit and enjoyment of the senior population of the County.
3. The Tenant shall strive to develop a variety of diverse programs and services that meet the recreational, physical, financial, health, social, nutritional, and educational needs of all socioeconomic levels of the senior population of the County.
4. The County shall enter a lease with the Tenant beginning on August 18, 2025, for a term of five (5) years, with the option to renew the lease for one (1) additional five (5) year

term. The Director of Parks and Recreation shall have the authority to execute said lease and renewal option on behalf of the County.

5. The consideration for the lease shall be \$281.38 per month and will include a CPI based escalator on the rent tied to the Consumer Price Index for All Urban Consumers (CPI-U)
6. In the event the space is not used or ceases to be used for the stated purpose, the County may terminate the Lease and reenter and repossess the Senior Center following written notice, subject to any applicable cure periods outlined in the Lease Agreement.
7. Effective Date. This Resolution shall take effect upon approval by the Board of County Commissioners.

DONE, ORDERED, AND ADOPTED, in regular session, this 12th day of August 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA



Rachel M. Sadoff, Clerk



Rob Feltner, Chairman

As approved by the Board on August 12, 2025



Brevard County
Parks and Recreation Department



Lease Contract

Wickham Park Senior Center Association, Inc.

Wickham Park Senior Center
2785 Leisure Way
Melbourne, Florida 32935

Effective August 18, 2025

**Rental Payments are established at:
\$281.38 per month**

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Lease Contract



This Contract, made by and between **Brevard County**, a political subdivision of the State of Florida, hereinafter referred to as “County”, and **Wickham Park Senior Center Association, Inc.**, a 501(c)(3) tax exempt Not for Profit Corporation organized under the laws of the State of Florida, hereinafter referred to as “Tenant”.

Witnesseth

WHEREAS, the County is the owner of the facility commonly known as the Wickham Park Senior Center, located at 2785 Leisure Way, Melbourne, Florida 32935, (hereinafter referred to as “Senior Center”) which was developed to serve the recreational, social, and wellness needs of Brevard County’s senior population;

WHEREAS, the Tenant has a longstanding presence at the Senior Center and has successfully operated a variety of programs and services that enhance the quality of life for seniors in the community, and has expressed a desire to continue providing such services;

WHEREAS, the County recognizes that the continuation of these services promotes public health, safety, and welfare, supports active and engaged aging, and serves a legitimate and substantial public purpose;

WHEREAS, Section 125.01(1)(f), Florida Statutes, authorizes counties to provide recreational and cultural facilities and programs, and Section 125.01(3), Florida Statutes, further authorizes counties to enter into agreements with nonprofit organizations for the delivery of such services;

WHEREAS, the Board of County Commissioners has adopted a Resolution, attached hereto as **Exhibit “A”**, finding that the Senior Center is not currently needed for County operations and authorizing the lease of the facility to the Tenant for continued public use and benefit;

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

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

Section 1. Leased Property.

The County hereby leases to the Tenant and the Tenant hereby leases from the County, the Senior Center as presently constituted, commonly known as the **Wickham Park Senior Center**, located at 2785 Leisure Way, Melbourne, Florida 32935 and described in **Exhibit “B”**. The Senior Center includes all improvements to the leased real property, whether constructed before

or after the date of the Contract, and all fixtures, furniture, equipment and supplies, if any, placed on the leased property by the County. The Senior Center shall be used by the Tenant solely for the purpose of operating and maintaining programs, services, and activities that promote the recreational, educational, social, nutritional, and wellness needs of Brevard County's senior population. Any other use shall require the prior written approval of the County. 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 property shall revert to the county which shall thereafter have the right to re-enter and repossess the property.

Section 2. Term.

The terms of this Contract shall commence on August 18, 2025, and shall remain in effect for five (5) years, unless otherwise terminated in accordance with the provisions herein. The County shall have the option to renew this Contract for up to one (1) additional five (5) year term. The Director of Parks and Recreation (hereinafter "Director") shall have the authority to execute said renewal options on behalf of the County.

Section 3. Rent.

Tenant shall pay to the County the amount of **\$281.38** per month plus any applicable sales tax as rent for the use and occupancy of the Senior Center. Payments shall be made by the tenth day of each month for the term of this Contract. Payments shall be submitted directly to South Area Parks Operations, 1515 Sarno Road, Building A, Melbourne, Fl. 32935. It is hereby mutually agreed and understood that the rent may be increased annually by the 12-month Consumer Price Index for All Urban Consumers (CPI-U) for the previous calendar year.

Section 4. Administration.

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

Section 5. Alterations, Changes and Additions.

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

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

Section 6. Americans with Disabilities Act Compliance.

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

Section 7. Attorney's Fees.

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

Section 8. Background Investigation Check.

1. The County will be responsible for conducting a High-Level Security Check - Level 2 background screening through the Florida Department Law Enforcement (FDLE) / Federal Bureau of Investigation (FBI), in accordance with Section 435.04, Florida Statutes, for the Tenant authorized representative who executes the Contract.
2. The Tenant shall be responsible for:
 - a. Submitting information for all employees, agents, representatives, or volunteers for a High Level Security Check - Level 2 background screening through the Florida Department of Law Enforcement (FDLE)/Federal Bureau of Investigation (FBI) <https://www.fdle.state.fl.us/Criminal-History-Records/Florida-Checks>.
 - b. The Tenant shall conduct and maintain such standards for the employment of personnel throughout the Contract term, including any renewal periods as follows:
 - i. The Tenant shall be responsible for, and pay the cost of, having Criminal History Record Checks performed on all the Tenant's employees, agents, representatives, or volunteers.
 - ii. The Tenant shall not allow any employees, agents, representatives, or volunteers to work unsupervised with at-risk populations prior to such person successfully completing the State of Florida Criminal History Record Check.
 - iii. The Tenant shall refer to services as outlined in this Contract and reference Section 435.04, Florida Statutes in determining if a person shall be disqualified from working/volunteering at the Leased Premises.

- iv. An Attestation of Compliance, stating Florida Criminal History Record Checks have been performed on all Tenant's employees, agents, representatives, or volunteers, shall be submitted prior to the Contract execution by the County.
- v. An Attestation of Compliance form shall be submitted at a minimum, annually or when new employees, agents, representatives, or volunteers join the Tenant.
- vi. The Tenant shall notify the Director, in writing, within 24 hours' notice of any arrest or change in criminal status, regarding any of their employees, agents, representatives, or volunteers.
- vii. The Tenant shall be responsible for completing reference checks, prior employment checks, and any pre-employment testing and verification.

The Tenant must also complete an Attestation Form for Compliance with these Screening Requirements annually, by the anniversary of the Contract's effective date (see **Exhibit "C"**).

Section 9. Business Interruption.

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

Section 10. Construction of Contract.

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

Section 11. Copyright.

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

Section 12. Covenants against Assignment.

Tenant shall not assign this Contract, any part thereof, or any duty, obligation, 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 construed as a subsequent consent to assignment, or occupation by other persons. The Tenant's unauthorized assignment or license to occupy shall be void and shall terminate the Contract at the County's option. Tenant's interest in this Contract is not assignable by operation of law, nor is any assignment of its interest herein, without the County's written consent. Nothing herein is intended to prevent the Tenant from entering into short-term use/rental lease with third

parties for up to and including three days (no overnight activities); however, even under such circumstances the Tenant shall remain responsible for each and every one of its obligations under this Contract. The tenant shall be responsible for ensuring that all short-term use or rental leases shall only be allowed for activities that are consistent with the remainder of the terms of this Contract.

Section 13. Dissolution.

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

Section 14. Emergencies.

In the case of a general emergency as declared by the County, the County retains the right to immediately resume occupation, management, and maintenance of the Senior Center, 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. As used herein, an "emergency" will be defined as a period of civil unrest or riot, a period during which the military needs the Senior Center 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 Senior Center, is needed for public shelter, distribution of emergency supplies such as food or water, or other related event, or any other circumstance designated by the Brevard County Emergency Operations Center, as an emergency.

During the period in which the County or other governmental or non-governmental agency occupies or manages the Senior Center, Tenant's occupancy and any duties or obligations hereunder will be suspended.

Tenant will be provided as much notice as is practicable depending on how suddenly the need arises and shall be provided an estimate of how long the need will continue.

Unless the County caused damage to the Tenant's property, the County shall not be responsible for the Tenant's loss of property during such emergency. The County will not be responsible for the Tenant's loss of income created by the use of the Senior Center by agencies which support the emergency response and recovery. The County and Tenant shall work directly with such support agencies to recover the cost of restoration, lost equipment, and supplies used by agencies such as the Red Cross, Federal Emergency Management Agency and others, any maintenance, damage, restoration, or repair to the Senior Center necessitated during any suspension of Tenant's occupancy under this Contract will be the responsibility of and at the expense of the County. Repairs, rehabilitation, restoration or maintenance, the need for which arises as a result of such emergency suspension of Tenant's occupancy, shall all be diligently

completed by the County, at the expense of the County, prior to Tenant reoccupying the Senior Center.

Section 15. Entire Contract.

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

Section 16. E-Verify.

- A)** In accordance with Chapter 448.095, Florida Statutes, the Tenant shall register and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Tenant during the term of this Contract; and
- B)** The Tenant shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract; and
- C)** The Tenant agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Tenant's enrollment in the program. This includes maintaining a copy of proof of the Tenant's and subcontractors' enrollment in the E-Verify Program.
- D)** The Tenant must meet this requirement, unless:
 - 1) The contract is solely for goods-based procurement where no services are provided; or
 - 2) Where the requirement is waived by the Board of County Commissioners;
 - 3) The contract is being executed with a Sole Proprietor who does not hire employees and therefore not required to file a Department of Homeland Security Form I-9 (which is the necessary document used for performing an E-Verify search); or
 - 4) The contract is being executed with a company based outside of the United States of America and does not have a corporation or office located within in United States of America and does not employ any United States of American citizens.
- E)** A Tenant who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the Tenant hires or employs a person who is not eligible for employment.
- F)** Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Section 17. Fees and Charges.

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

Section 18. Florida Public Records Law.

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

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

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

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

[Email Diana Marquardt, Public Records Custodian](#)

Section 19. Force Majeure.

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

Section 20. Governing Law.

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

Section 21. Illegal, Unlawful, or Improper Use.

The Tenant shall make no unlawful, improper, immoral, or offensive use of the Senior Center nor will the Tenant use the Senior Center or allow the use of the Senior Center for any purpose other than that herein above set forth. Failure of the Tenant to comply with any provision shall be considered a material breach of this Contract and may result in the immediate termination of this Contract by the County.

The County shall notify the Tenant of any violation of the provisions in writing, identify the provision which is being violated and how it is being violated. The Tenant shall have 60 days within which to fix the violation. However, if the violation is not fixed or addressed to the County's satisfaction, the County has the right to issue a notice of termination of this Contract immediately at the end of the 60-day period, where upon the County shall be entitled to immediately require Tenant to remove their property within 30 days and the County shall be entitled to re-enter and retake possession of the Senior Center.

It is the intent of this provision for the parties to work together cooperatively towards a positive resolution of all issues.

Section 22. Indemnification and Insurance.

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

B) The Tenant agrees to provide and maintain at all times during the term of this Contract, without cost or expense to the County, policies of insurance generally known as comprehensive general liability policies insuring the Tenant against any and all claims, demands, and causes of

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action whatsoever for injuries received and damage to property and any improvements thereon. Such policies of insurance shall insure the Tenant in the amount of not less than One Million Dollars (\$1,000,000) per occurrence to cover any and all claims and costs arising in connection with any liability claims arising from any particular accident or occurrence, and Fire Damage Liability coverage in the amount of not less than One Hundred Thousand Dollars (\$100,000). Nothing in this paragraph shall prohibit the County from requesting higher limits where the nature of the Tenant's activities, use of the facility, or risk profile reasonably warrants additional coverage.

C) If the Tenant operates programs or services that include interaction with At-Risk populations, the Tenant shall also provide and maintain Sexual Abuse and Molestation (SAM) insurance coverage in the amount of not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate. For the purposes of this Contract, "At-Risk populations" shall mean individuals who, due to age, disability, cognitive impairment, or dependency status, are considered vulnerable to abuse or exploitation. This includes, but is not limited to, minors under the age of 18, elderly adults, and individuals with physical, developmental, or mental disabilities.

D) The Tenant shall provide Workers' Compensation insurance as required by applicable law. The Tenant shall also require all subcontractors to maintain Workers' Compensation coverage or provide proof of exemption. If the Tenant or any subcontractor is not required to carry Workers' Compensation insurance, written confirmation of such exemption shall be provided to the County.

E) The Tenant shall notify the County immediately in writing, and by phone or email, of any potentially hazardous condition existing on or about the premises utilized in connection with this Contract.

F) Tenant shall not use the Senior Center in any manner, even in its use for the purposes for which the Senior Center is leased, that will increase the risk covered by insurance on the building where the Senior Center is located, so as to increase the rate of insurance on the Senior Center or to cause cancellation to any insurance policy covering the building. The Tenant shall provide the required insurance on policies and with insurers acceptable to the County. These insurance requirements shall not relieve or limit the liability of the Tenant. The County makes no representation that these types or amounts of insurance are sufficient or adequate to protect the Tenant's interests or liabilities but considers them minimum requirements.

G) All personal property housed or placed at the Senior Center shall be at the sole risk of the Tenant, whether owned by the County or the Tenant, and the County shall have no liability for any loss or damage to personal property located thereon for any cause whatsoever. The Tenant understands and agrees that the County does not and shall not carry liability, fire, or theft insurance on such property to cover the Tenant's interests.

H) All insurance policies shall be issued by responsible companies which are acceptable to the County, licensed and authorized to do business under the laws of the State of Florida and have an A.M. Best rating of no less than A-. The County shall be endorsed as an additional insured on all policies of insurance required hereunder; however, a waiver of subrogation will be

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accepted in lieu of additional insured status for workers compensation coverage. The Certificate of Insurance and all corresponding endorsement pages must list the certificate holder and additional insured exactly as follows:

**Brevard County
2725 Judge Fran Jamieson Way
Building B, Suite 203
Viera, Florida 32940**

A Certificate of Insurance, including all required endorsements, indicating that the Tenant has coverage in accordance with the requirements of this Contract, shall be furnished by the Tenant to the County prior to execution of this Contract and upon each annual renewal thereafter. Certificates shall be submitted to:

**Brevard County Parks and Recreation Department
South Area Parks Operations
1515 Sarno Road, Building A
Melbourne, FL 32935**

The Certificate of Insurance will also be endorsed to provide that the County will be notified by the insurer in writing of reduction or cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of such action.

Section 23. Independent Contractor.

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

Section 24. Licenses, Permits, and Taxes.

Tenant agrees to secure and maintain all licenses and permits required to operate and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, in connection with the business or operation conducted under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules. Any such licenses and permits shall be maintained and posted if required, at appropriate places at the Senior Center within thirty days of the execution of this Contract. If applicable, a Bingo Class "A" License shall be obtained on an annual basis and a copy shall be provided to the County.

Section 25. Modification.

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

Section 26. Music Performance.

The Tenant shall not use, play or perform copyrighted music without appropriate licensing or other permission. The Tenant shall be solely responsible for obtaining appropriate licensing or permission to use, play or perform copyrighted music. The use or performance of copyrighted music without appropriate licensing or other permission shall constitute a breach of this Contract. The Tenant agrees to indemnify and hold harmless the County, its officers, agents and employees against any and all claims, damages, losses and liabilities for unauthorized use or performance of copyrighted music as provided for under Section 22.

Section 27. No Waiver of Covenants or Conditions.

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

Section 28. Notice.

Notice under this Contract shall be given to the County by mailing written notice postage prepaid, to the Brevard County Parks and Recreation Department, South Area Parks Operations, 1515 Sarno Road, Building A, Melbourne, FL 32935; and notice shall be given to the Tenant by mailing written notice, postage prepaid, Wickham Park Senior Center Association, Inc., Diane Weinzierl, President, 2785 Leisure Way, Melbourne, Florida 32935.

Section 29. Obligations of the Tenant.

A) The tenant shall pay costs of all utility charges. Said charges shall include telephone, internet, electric, gas, water, sanitary sewer, and garbage collection which is provided to the Senior Center by the County, City or any other public agency or public utility.

B) For normal operations, the Tenant assures the Senior Center will be open an average of 35 daytime hours per week with the exception of those weeks which may include a holiday or in the event of an emergency. During all hours of operation of the Senior Center by the Tenant, the Tenant shall be responsible for any and all damage to the Senior Center, ordinary wear and tear excepted. The Tenant shall provide either paid staff or designate members of its organization to supervise use of the Senior Center and to secure the Senior Center following use by the Tenant, or any other groups sanctioned by the Tenant.

C) Tenant shall maintain the Senior Center in its present condition, ordinary wear and tear excepted.

D) Tenant shall keep the interior of the Senior Center clean, sanitary, free of litter, rubbish or any obstacles generated by the Tenant, its operations, invitees, guests, etc..

E) Tenant shall ensure the restrooms are cleaned and fully stocked with paper products and soap at the commencement of scheduled usage.

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

G) Tenant shall not be responsible for maintenance and repairs due to vandalism unless such vandalism is due to Tenant's negligence. Tenant, at its cost, shall be responsible for all interior and exterior signage it desires in order to advertise its programs, excluding parking signs.

1. All signage must comply with the Americans with Disabilities regulations and must be pre-approved by the Director.
2. Such signs shall be in compliance with any applicable jurisdiction's code or ordinance.
3. Signage shall be in good taste commensurate with an acceptable senior-orientated environment.

H) Tenant shall provide well rounded programs and services to the senior population of Brevard County so that one activity does not dominate the availability of use of the Senior Center.

I) Tenant shall strive to develop a variety of diverse programs and services that meet the recreational, physical, financial, health, social, nutritional, and educational needs of all socioeconomic levels of the senior population in the County. The Board of Directors of the Tenant shall not have sole authority to deny such programs and services as stated above to the senior population of the County with regard to race, color, religious creed, national origin, ancestry, age gender, marital status or disability.

J) Tenant's Board of Directors will be responsible for the ongoing operation of the Senior Center in coordination with the County. Upon written request, a representative of the County shall serve as a non-voting member on the Board of Directors. When requested, the Tenant shall provide a list to include names, addresses, and phone numbers of the Executive Committee of the Board of Directors of the Tenant, and additionally shall provide notification of any changes to said Officers during the term of this Contract within one week of the change.

K) Tenant shall provide a calendar of events or schedule outlining planned activities upon request, subject to approval by the Director. In addition, the Tenant shall submit a monthly attendance report summarizing participation in programs and activities held at the Senior Center. This report shall be submitted to the County no later than the tenth (10th) day of each month for the preceding month.

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

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

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

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

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

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

R) Tenant may request any person violating any applicable law, rule, regulation or policy to leave the Senior Center. If a patron remains in the Senior Center after such request the Tenant shall immediately notify local law enforcement and North Area Parks Manager.

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

T) Tenant shall cooperate fully with County officials in all matters relating to the operation of Senior Center. This shall include providing space for public meetings, health and wellness services, and any other County sponsored programs, services, events and meetings, under the condition that the scheduling of such events would not interfere with previously scheduled Tenant events.

Section 30. Obligations of the County.

A) County shall maintain the Senior Center's exterior in good condition. Maintenance and repair of the exterior structure includes:

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

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

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

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

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

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

F) County shall be responsible for the HVAC system.

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

H) The County shall be responsible for costs of water retention area maintenance for the leased Senior Center so that areas meet requirements of federal, state and local regulations.

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

Section 31. Partial Destruction of Premises.

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

the County does not elect to make them within a reasonable time, either party hereto has the option to terminate this Contract. If the Senior Center is more than one-third destroyed, County or Tenant may at its option terminate this Contract, giving ninety-day notice to the other party.

Section 32. Public Entity Crimes.

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

Section 33. Representation by the Tenant.

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

Section 34. Right of Entry by County.

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

Section 35. Right to Audit Records.

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

The Tenant shall ensure the public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract and following termination of the Contract if the Tenant does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this

Contract, the Tenant may transfer at no cost to the County, all public records in possession of the Tenant. If the Tenant transfers all public records to the County upon termination of the Contract, the Tenant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Section 36. Severability.

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

Section 37. Statutes, Laws, Rules and Regulations.

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

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

Section 38. Successors in Interest.

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

Section 39. Surrender of Premises.

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

Section 40. Termination for Convenience.

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

Section 41. Unauthorized Alien Workers.

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

Section 42. Venue/Waiver of Jury Trial.

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

(remainder of page left intentionally blank)

Exhibit "A"
Resolution

To Be Added Page 1

Exhibit “A” Resolution

To Be Added
Page 2

Exhibit "B"

Wickham Park

2500 Parkway Drive
Melbourne, FL 32935



2016 Aerial

Brevard County Parks and Recreation

2725 Judge Fran Jamieson Way
Viera, FL 32940



0 250 500 1,000 Feet

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



Exhibit "C"
Attestation

ATTESTATION OF COMPLIANCE
With Background Screening Requirements



I, _____, swear and affirm under penalty of perjury as follows:

(Lessor Presidents Name)

1. That I am over eighteen (18) years of age and am the registered President and am authorized to sign for the subject Lessor, _____;
(Lessor Name)
2. That I am in full compliance with the Lease Contract;
3. That I am in compliance, and shall maintain compliance with the following statements:
 - All Lessors shall conduct and pay for a Level 2, background screening, as defined in Florida Statutes Chapter 435.04, and include fingerprinting, of their staff and associated volunteers as a requirement of their Lease Contract with the Brevard County Board of County Commissioners;
 - Under our Lease Contract, all staff and associated volunteers have not been arrested for and are not awaiting final disposition of, have not been found guilty of, regardless of adjudication, or have not entered a plea of nolo contendere (no contest) or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for any offense that would result in failure to pass a Level 2, Moderate level Background Screen.
 - The Lessor shall notify the Parks and Recreation Director in writing, within 24 hours of any arrest or change in criminal status, as updated by the background screening system regarding any of their staff and associated volunteers.
 - That we have met all the requirements for the Brevard County Board of County Commissioners Background Screening.

Date

Lessor Name

Signature

Print Name/Title

Phone Number