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| Meeting Date |
| August 18, 2015 |



| AGENDA | |
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| Section | Consent |
| Item No. | II.6.5. |

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

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| SUBJECT: | Resolutions and Lease Agreements, RE: North Brevard Senior Center, Inc., Martin Andersen Senior Center, Inc., Wickham Park Senior Center Association, Inc., Greater Palm Bay Senior Citizen Center, Inc. – District 1, District 2, District 4, and District 5 Fiscal Impact: Revenue in the amount of \$12,000 per fiscal year. |
| DEPT/OFFICE: | Community Services Group / Parks and Recreation Department |

Requested Action:
It is requested the Board of County Commissioners approve a five (5) year Lease Agreement with the North Brevard Senior Center, Inc., Martin Andersen Senior Center, Inc., Wickham Park Senior Center Association, Inc., and the Greater Palm Senior Citizen Center, Inc.

Summary Explanation & Background:

The County has contracted the operation of the four (4) Senior Centers since the mid-1970s (North Brevard Senior Center (NBSC) in Titusville, Martin Andersen Senior Center (MASC) in Rockledge Wickham Park Senior Center (WPSC) in Melbourne, and Greater Palm Bay Senior Center (PBSC) in Palm Bay). The Senior Center organizations are private Not-for-Profit corporations. This partnership between the County and the Senior Center organizations enables all socioeconomic levels of the senior population the opportunity to participate in programs and services designed to meet their recreational, physical, financial, health, social, nutritional and educational needs.

Staff has prepared a standardized lease agreement for the four (4) Senior Centers that consolidates the language of the four (4) separate lease agreements and provides uniform and consistent terms and provisions for both the Senior organizations and Brevard County. Language in the current agreements require the four (4) Senior organizations to pay all utility expenses, perform interior janitorial tasks as well be responsible for the costs of maintenance, repair and/or replacement of the plumbing and HVAC systems. The Senior organizations are responsible for the costs of such maintenance and repair for each system up to a cap of \$1,000 for each system per fiscal year at WPSC and for a cap up to \$600 per system per fiscal year at NBSC, MASC and PBSC. Although the Senior organizations will continue to be responsible for utility expenses and interior janitorial tasks, the Parks and Recreation Department will assume 100 % responsibility for all repair and/or replacement of the plumbing and HVAC systems and will continue to be responsible for maintenance of all outside grounds, parking lots and building structural components (i.e. roof, walls, doors, windows, etc.). The Senior organizations previously entered into an Agreement for a term of ten (10) years and paid rent in the amount of \$1.00 per year at NBSC and MASC; a ten (10) year term with rent in the amount of \$10.00 per year at PBSC and a term of five (5) years with rent in the amount of \$10.00 per year at WPSC. The new Lease Agreement provides for a consistent, flat monthly rental fee of \$250 for each Senior organization and a term of five (5) years. Staff has met with the Board of Directors from each organization for review and approval of the revised language.

Brevard County Code of Ordinances, Chapter 2, Section 2-241 through Section 2-251, establishes procedures for the sale, leasing and donation of real property. It requires the intent and County Code to be published on the County Internet Website at least 5 days prior to the public meeting and also requires a supermajority vote by the Board. The posting requirement was successfully completed on August 4, 2015.

The fiscal impact for FY 14/15 and FY 15/16 will result in revenue in the amount of \$12,000 per year (\$3,000 per year in the North Area Operations budget, \$3,000 per year in the Central Area Operations budget and \$6,000 per year in the South Area Operations Budget).

Clerk to the Board Instructions:

Exhibits Attached: Resolutions, Lease Agreements, Exhibit "A", Exhibit "B", Exhibit "C"

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|---|--|---|-------------------------------------|----|--------------------------|----|--------------------------|
| Contract /Agreement (If attached): | Reviewed by County Attorney | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> | PR | <input type="checkbox"/> |
| County Manager | Assistant County Manager | Hector J. Lopez-Acevedo, Assistant Director for Jack Masson, Parks & Recreation Department Director jack.masson@brevardparks.com; 633-2046 | | | | | |
| Stockton Whitten | Assistant County Manager, Venetta Valdengo | | | | | | |

The Wickham Park Senior Center agreement was executed prior to the BOCC meeting so you have the fully executed copy already. Attached are the Martin Andersen Senior Center and North Brevard Senior Center fully executed agreements. Palm Bay Senior Center is not agreeing to sign at this time. As soon we conclude negotiations with them a fully executed copy will be returned to you.

Thanks,
Melissa



MELISSA RENNINGER
ADMINISTRATIVE ASSISTANT TO THE
DEPARTMENT DIRECTOR

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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

August 19, 2015

MEMORANDUM

TO: Jack Masson, Parks and Recreation Director

RE: Item II.B.5., Resolutions and Lease Agreements with North Brevard Senior Center, Inc., Martin Andersen Senior Center, Inc., Wickham Park Senior Center Association, Inc., and Greater Palm Bay Senior Citizen Center, Inc. for Five-Year Leases

The Board of County Commissioners, in regular session on August 18, 2015, adopted Resolution Nos. 15-128, 15-129, 15-130, and 15-131, and executed five-year Lease Agreements with North Brevard Senior Center, Inc., Martin Andersen Senior Center, Inc., Wickham Park Senior Center Association, Inc., and Greater Palm Bay Senior Citizen Center, Inc. Enclosed are two fully-executed Resolutions and three executed Agreements with North Brevard Senior Center, Inc., Martin Andersen Senior Center, Inc., and Greater Palm Bay Senior Citizen Center, Inc.; and two fully-executed Resolutions and two fully-executed Agreements with Wickham Park Senior Center Association, Inc.

Upon execution by North Brevard Senior Center, Inc., Martin Andersen Senior Center, Inc, and Greater Palm Bay Senior Citizen Center, Inc., please forward fully-executed Lease Agreements for each organization to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

Encls. (24)

cc: Contracts Administration
Finance
Budget

LEASE

THIS LEASE, made and entered into this 18 day of August, 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 the "County"), and the **WICKHAM PARK SENIOR CENTER ASSOCIATION, INC.**, a Not For Profit Corporation organized under the laws of the State of Florida (hereinafter referred to as the "Lessee").

WHEREAS, the Lessee desires to lease a County owned facility which is a part of the County public park known as **Wickham Park Senior Center** and is for the purpose of serving as a senior center (hereinafter referred to as the "Senior Center");

WHEREAS, the Lessee has an interest in providing programs and services to the senior population of the County, is well situated to do so, and has previously contracted with the County to provide such services;

WHEREAS, the County has an interest in allowing programs and services to be provided to the senior population of the County;

WHEREAS, the County has by Resolution, a copy of which is attached hereto as **Exhibit "A"**, determined that these programs and services provided will promote public health, safety or welfare, will serve the public interest, will serve a public purpose, constitute a service that could be provided by local government, and are compatible with the County purposes for which the Senior Center was constructed.

WITNESSETH:

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

1. **Leased Property.** The County hereby leases to the Lessee and Lessee hereby leases from the County, the Senior Center as presently constituted, commonly known as the **Wickham Park Senior Center, 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 Lease, and all fixtures, furniture, equipment and supplies, if any, placed on the leased property by the County.
2. **Representation by Lessee.** The Lessee 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.
3. **Term.** This Lease shall be effective from the date of the last signature for a period of five (5) years. It is hereby mutually agreed and understood that the Lessee may request renewal of this Lease for an additional five (5) year term by written notice from Lessee at least 60 days prior to the expiration date of this Lease.

4. **Rent.** The rent for the Senior Center shall be Two Hundred Fifty Dollars (\$250.00) per month, due the 5th day of each month and payable in advance by the Lessee. It is hereby mutually agreed and understood that the rent may be negotiated annually.
5. **Utilities.** The Lessee shall pay costs of all public utility charges which shall include telephone, electric, gas, water, sanitary sewer, and garbage, as applicable which is provided to the Senior Center by the County, City or any other public agency or public utility.
6. **General Liability Insurance.** Lessee agrees to provide and maintain at all times during the term of this Lease, without cost or expense to the County, policies of insurance generally known as general liability policies insuring the Lessee against any and all claims, demands and causes of action whatsoever for injuries received and damages to property in connection with the use, occupation, management or control of the Senior Center and any improvements thereon. The County shall be added on to the policy as an additional insured. The General Liability Insurance shall be issued by responsible insurance companies and in a form acceptable to the County, protecting and insuring against all the foregoing with combined single limits of not less than One Million dollars (\$1,000,000) for Bodily Injury and Property Damage and Fire Legal Liability in the amount of One Hundred Thousand dollars (\$100,000). All personal property housed or placed at the leased Senior Center shall be at the risk of the Lessee, whether owned by the County or the Lessee, and the County shall not be liable for any loss or damage to the personal property of the Lessee or others located thereon for any cause whatsoever. The Lessee agrees and understands that the County does not and shall not carry liability, theft or fire insurance on said property to cover the Lessee's interest therein.
7. **Insurance Certificates.** Lessee shall provide the County with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the County. Said certificates shall provide that the County is an additional insured, and that County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.
8. **Indemnification.** The Lessee shall indemnify and hold harmless the County and its employees from all claims, damages, losses, and expenses, including attorney's fees, arising out of or associated with the use, occupation, management or control of the Senior Center or any improvements or any furniture, furnishings, equipment and fixtures utilized in connection with the Senior Center by the Lessee unless such claims, damages, expenses, or losses are caused solely by acts of the County, its employees, or other persons not a party to this Lease acting on the County's request. Lessee agrees that it will, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Lessee's use, occupation, management or control of said Senior Center and that it will satisfy, pay and discharge any and all judgments that may be entered against the County in such action or proceeding. Likewise, the County shall indemnify and defend the Lessee and its employees, officers, and agents from all claims, damages, losses, and expenses,

including attorneys fees, caused solely by the County's use, occupation, or management of the Senior Center or any improvements made by the County unless such claims, damages, or losses are caused by the acts of the Lessee, its employees, officers, members or other persons not a party to this Lease acting on/at the Lessee's request. The County agrees that it will, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the Lessee as the sole result of the County's use, occupation or management of said Senior Center and that it will satisfy, pay and discharge any and all judgments that may be entered against the Lessee in such action or proceeding. However, nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

9. **Obligations of the Lessee.** The Lessee shall keep the interior of the building clean and orderly in accordance with any applicable laws, regulations or ordinances. The County reserves the right to perform, or have performed, periodic inspections of the cleanliness and sanitation conditions of the Senior Center. Lessee shall maintain said property in its present condition, ordinary wear and tear excepted. All improvements and any changes made by Lessee to the interior of building shall be at the cost of the Lessee and subject to prior written approval by the County.

The Lessee, at its cost, shall be responsible for all interior and exterior signage it desires and signs which the Lessee desires in order to advertise its programs, excluding parking signs. However, all signage must comply with Americans with Disabilities regulations and must be preapproved by the County. Such signs must be in compliance with any applicable jurisdiction's code or ordinance.

The Lessee shall have control and responsibility for County owned (presently or subsequently installed) equipment and other depreciable property at the Senior Center as described in **Exhibit "C"**. Such property shall be considered a part and portion of the County's property covered in this Lease. None of the County owned property or equipment, if any is present, is to be sold, loaned, rented, used or moved outside of the Senior Center without the written approval of the Parks and Recreation Department Director or designee.

The Lessee 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.

All inspections, maintenance, repair monitoring and costs associated with the security systems shall be the responsibility of the Lessee. The Lessee shall pay the expense of fire alarm monitoring. Lessee understands that the Senior Center must be operated in such a fashion to comply with all federal, state and local all codes in order to operate the Senior Center or otherwise carry out the programs and activities authorized by the Lessee in compliance with this lease.

The Lessee agrees to cooperate with the County in all matters pertaining and relating to the operation of the 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 Lessee events.

10. Obligations of the County. The County shall maintain the building's exterior in good condition. Maintenance and repair of the exterior structure includes rodent and termite control, exterior painting and sealing. The County shall be responsible for the cost and provision of ground maintenance around the exterior of the structure, which will include irrigation system maintenance for the lawn. The County shall mow, edge, and fertilize the lawns; weed and mulch landscapes; trim hedges, shrubs, and small trees; remove dead, damaged or unwanted trees; and water the lawns, landscapes and gardens. The County shall be responsible for costs of the water retention area maintenance for the leased Senior Center so that areas meet requirements of federal, state, and local regulations.

The County shall be responsible for maintenance and repair of the sidewalks and parking lot, including parking signs, parking lot light poles including light bulbs, outside seating, and flagpole.

All inspections, maintenance and repair of the fire alarm and fire sprinkler systems, and fire extinguishers, shall be the responsibility of the County.

The County shall be responsible for any needed repair and/or replacement of the HVAC system and plumbing system.

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

11. Violation of Provisions. Any violation of these provisions will constitute a breach of the conditions of this Lease and may result in the cancellation of same. The County shall notify the Lessee of any violation of the provisions of this Lease in writing. Such notice shall identify the provision which is being violated and how it is being violated. The Lessee shall then have sixty (60) days within which to fix the violation. It is the intent of this provision for the parties to work together cooperatively towards a positive resolution of all issues. However, if the violation is not fixed or addressed in a reasonable fashion to the County's reasonable satisfaction, the County has the right to issue a notice of termination/cancellation effective immediately at the end of the sixty day period. In the event of cancellation or termination of this Lease, Lessee shall remove its personal property from the Senior Center. Any personal property not removed within ninety (90) days from the effective date of termination of the Lease shall be subject to becoming the property of the County.

12. Permitted Activities of the Lessee at the Senior Center. The Senior Center shall be operated to 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. The Lessee shall provide a calendar of events on a quarterly basis subject to approval by the County. The Lessee 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. The Board of Directors of the Lessee 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.

The ongoing operation of the Senior Center will be the responsibility of the Board of Directors of the Lessee in coordination with the County. A representative from the County shall serve as a non-voting member on the Board of Directors. When requested, the Lessee shall provide a list to include names, addresses, and phone numbers of the Executive Committee of the Board of Directors of the Lessee, and additionally shall provide notification of any changes to said officers that may occur in the course of the year.

Revenues may be derived by the Lessee from memberships, fund-raising events, donations, special activities, shared revenues obtained from admission to activities sponsored and operated by other senior organizations, some participation from community-based organizations and for occasional use by other age groups. The County shall have the option to rent out the Senior Center during non-dedicated/usage time. The County shall supply notice fourteen (14) days in advance of said usage and direct costs shall apply.

13. **Reverter and Right of Re-Entry and Repossession.** In the event the Senior Center is not used or ceases to be used for the public purposes set forth herein, the Lease shall immediately cease and the Senior Center shall revert to the County which shall thereafter have the right to re-enter and repossess the Senior Center.
14. **ADA Compliance.** The County and Lessee shall conform to current requirements of the Americans with Disabilities Act in the performance of this Lease, 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 cure any known violations of the ADA that may occur.
15. **Hours of Operation.** For normal operations, the Lessee assures that the Senior Center will be open an average of 35 daytime hours per week with the exception of those weeks which include a holiday or in the event of an emergency. During all hours of operation of the Senior Center by the Lessee or during all hours when the Senior Center is utilized for programs or services sanctioned by the Lessee, the Lessee shall be responsible for any and all damage to the Senior Center, ordinary wear and tear excepted. The Lessee 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 Lessee, or any other groups sanctioned by the Lessee.
16. **Emergency Services.** 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. The Lessee will be provided as much notice as is practicable dependent on how suddenly the need arises and predictability of how long the need will continue. The County shall not be responsible for the damage, loss of property or income created by the use of the Senior Center by agencies which support the emergency response and recovery such as Red Cross, Federal Emergency Management Agency and others. The County and Lessee shall work directly with such support agencies to recover the cost

of restoration, lost equipment, and supplies used. During the period in which the County or other governmental or non-governmental agency occupies or manages the Senior Center, Lessee occupancy and any duties or obligations hereunder will be suspended. Any maintenance, damage, restoration, or repair necessitated during any suspension of the Lessee's occupancy under this Lease will be the responsibility and the expense of the County occupancy under this Lease will be the responsibility and the expense of the County. Repairs, rehabilitation, restoration or maintenance, the need for which arises as a result of such emergency suspension of the Lessee's occupancy, shall all be diligently completed by the County, at the expense of the County prior to the Lessee reoccupying the Senior Center. 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 Emergency Operations Center, "E.O.C." as an emergency.

17. Lessee's Assignment, Sublease or License for Occupation by Other Persons. Lessee agrees not to assign or sublease the Senior Center, any part thereof, or any right or privilege connected therewith, without first obtaining the County's written consent, which consent the County may withhold in its sole discretion. Consent on one occasion by the County shall not be consent to a subsequent assignment, sublease, or occupation by other persons. Lessee's unauthorized assignment, sublease or license to occupy shall be void, and shall terminate the Lease at the County's option. Lessee's interest in this Lease 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 Lessee from entering into short-term use/rental lease with third parties for up to and including three (3) days (no overnight activities); however, even under such circumstances the Lessee shall remain responsible for each and every of its obligations under this Lease. The Lessee 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 Lease.

18. Alterations, Changes and Additions. No structural changes, alterations or additions shall be made by the Lessee to the Senior Center without the prior written consent of the County. Any such alterations, changes and additions shall remain for the benefit of and become the property of the County.

19. No Use that Increases Insurance Risk. The Lessee 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. Lessee further agrees not to keep at the Senior Center, or permit to be kept, used, or sold thereon, anything prohibited by the policy of fire insurance covering the Senior Center. Lessee shall comply, at its own expense, with all requirements of insurers necessary to keep in force the fire and public liability insurance covering the Senior Center.

20. **Licenses, Permits, and Taxes.** Lessee agrees to secure and maintain all licenses and permits required to operate, including any applicable sales or use tax, which shall be imposed or assessed by any and all governmental authorities, in connection with the business or operation conducted under this Lease, 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 (30) days of the execution of this lease by both parties. If applicable, a Bingo Class "A" License shall be obtained on an annual basis and a copy shall be provided to the County.
21. **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 Lease cannot be changed or terminated orally.
22. **Successors in Interest.** This Lease and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives, and assigns of the parties.
23. **Severability.** If any provision of this Lease 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.
24. **Venue.** Venue for any legal action brought by any party to this Lease to interpret, construe or enforce this Lease shall be in court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.
25. **Attorney's Fees.** In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.
26. **Governing Law.** This Lease shall be deemed to have been executed and entered into within the State of Florida and this Lease, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.
27. **Compliance with Statutes.** It shall be the Lessee's and the County's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, state, and federal agencies as applicable.
28. **Independent Contractor.** Lessee shall perform the services under this Lease as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Lease shall be interpreted or construed to constitute the Lessee or any of its agents or employees to be the agent, employee or representative of the County.
29. **Right to Audit Records.** The Lessee shall prepare an annual financial statement and shall submit same to the Area Manager. In the performance of this Lease, the Lessee shall keep books, records, and accounts of all activities related to this Lease, in compliance with general accounting procedures. Books, records and accounts

related to the performance of this Lease shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the agency for a period of three (3) years after the termination of this Lease. All records or documents created by Lessee or provided to Lessee by the County in connection with the activities or services provided by County under the terms of this Lease, are public records and the Lessee agrees to comply with any request for such public records or documents made in accordance with Chapter 119, Florida Statutes.

- 30. Construction of Lease.** The parties hereby acknowledge that they have fully reviewed this Lease and its attachments and have had the opportunity to consult with legal counsel of their choice, and that this Lease shall not be construed against any party as if they were the drafter of this Lease.
- 31. Surrender of Premises.** Lessee shall surrender the Senior Center to the County at the end of the Lease term in generally the same condition as when Lessee took possession, allowing for changes and modifications agreed to by the parties over time, reasonable wear and tear, damages by acts of God, including fire and storm. The Lessee shall remove all business signs or symbols placed on the Senior Center by the Lessee before surrendering the Senior Center and restore the portion of the Senior Center on which they were placed in the same condition as before placement. Lessee shall have ninety (90) days notice to surrender.
- 32. Partial Destruction of Premises.** Partial destruction of the Senior Center shall not render this Lease void, or terminate it except as herein provided. If the Senior Center is partially destroyed during the term of this Lease, County may endeavor to make repairs, providing the County has the fiscal means to do so, and when such repairs can be made in conformity with local, state, and federal laws and regulations, within ninety (90) days of the partial destruction. If the repairs cannot be so made in ninety (90) days and the County does not elect to make them within a reasonable time, either party hereto has the option to terminate this Lease. If the leased Senior Center is more than one-third destroyed, County or Lessee may at its option terminate this Lease, giving ninety (90) day notice to Lessee.
- 33. County's Entry for Inspection and Maintenance.** The County reserves the right to enter the -Senior Center at reasonable times to inspect, to perform required maintenance and repair, or to make additions or alteration to any part of the building in which the Senior Center under Lease is located, and Lessee agrees to permit the County to do so. The County may, in connection with such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment without incurring liability to Lessee for disturbance of quiet enjoyment of the Senior Center, or loss of occupation thereof, unless done so in an unreasonable, willful, or negligent manner.
- 34. Modifications.** No modification of this Lease shall be binding on the County or the Lessee unless reduced to writing and signed by a duly authorized representative of County and the Lessee.
- 35. Notice.** Notice under this Lease shall be given to the County at Brevard County Parks and Recreation: **South Area Parks Operations, 1515 Sarno Road, Building A, Melbourne, Florida 32935**. Notice shall be given to

Lessee by mailing written notice, postage prepaid to the President of the **Wickham Park Senior Center Association, Inc., 2785 Leisure Way, Melbourne, Florida 32935**. Notice shall be effective upon receipt or five (5) days from mailing, whichever even occurs first.

36. **Unauthorized Alien Workers.** Brevard County will not intentionally award publicly-funded contracts to any Lessee 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 the Lessee of unauthorized aliens a violation of Section 274A (e) of the INA and such violation shall be grounds for unilateral cancellation of this Lease by the County.
37. **Public Entity Crimes.** A person or affiliate who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on 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 (36) months from the date of being placed on the convicted vendor list.
38. **Termination for Convenience.** Either party may terminate this Lease for their own convenience upon providing thirty (30) 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 up to the date of termination.
39. **Illegal, Unlawful, or Improper Use.** The Lessee shall make no unlawful, improper, immoral, or offensive use of the Leased Senior Center nor will the Lessee use the Leased Senior Center or allow the use of the Leased Senior Center for any purpose other than that hereinabove set forth. Failure of Lessee to comply with this provision shall be considered a material default under this Lease.
40. **Copyright.** No reports, data, programs or other materials produced, in whole or in part, for the benefit and use of the County under this Lease shall be subject to copyright by the Lessee in the United States or any other country.
41. **Music Performance.** The Lessee shall not use, play or perform copyrighted music without appropriate licensing or other permission. The Lessee 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 Lease. The Lessee agrees to indemnify and hold harmless the County from damages for unauthorized use or performance of copyrighted music.

indemnify and hold harmless the County from damages for unauthorized use or performance of copyrighted music.

42. **Entire Lease.** This Lease, together with any Exhibits, constitutes the entire Lease between the County and Lessee and supersedes all prior written or oral understandings. This Lease and any Exhibits may only be amended, supplemented or canceled by a written instrument duly executed by both parties hereto. As of the Effective Date of this Lease, all authority, permission, and right, express or implied, heretofore granted or inferred to be granted by the County to Lessee to operate a Senior Center shall be terminated, and Lessee shall cease operating any Senior Center other than as permitted by this Lease.

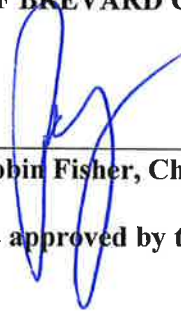
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:



Scott Ellis, Clerk of Court

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Robin Fisher, Chairman

As approved by the Board on 8/18/2015.

WITNESS:



WICKHAM PARK SENIOR CENTER
ASSOCIATION, INC.



Kathy Pichardo, President

Reviewed for Legal Form and Content



Assistant County Attorney

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, PURSUANT TO SECTION 125.35, FLORIDA STATUTES AND SECTION 2-247 BREVARD COUNTY CODE OF ORDINANCES, AUTHORIZING THE LEASING 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 **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 "Lessee") has applied to the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as "County") to lease a County owned facility which is a part of the County public park known as the **Wickham Park Senior Center** (hereinafter referred to as the "Senior Center");

WHEREAS, the Lessee desires to operate and maintain the Senior Center for the benefit and enjoyment of the senior population of Brevard County; and

WHEREAS, the County finds that the Lessee's proposed use of the Senior 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 Senior Center was constructed.

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

1. The Wickham Park Senior Center is a County owned facility and was constructed for the purpose of being used as a public senior center.
2. The County has determined that the Wickham Park Senior Center is not needed by the County.
3. The Lessee shall operate and maintain the Senior Center for the benefit and enjoyment of the senior population of Brevard County.
4. The Lessee 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.
5. The County shall enter into a lease with the Lessee beginning on the date of the last signature on the Lease Agreement for a term of five (5) years with the option to renew for an additional five (5) year term.
6. The consideration for the conveyance shall be \$250.00 per month.
7. This Resolution shall take effect immediately upon its adoption. No obligation to Lease the Senior Center to the Lessee shall arise until the Lease is executed by both parties.
8. In the event the Lessee fails to comply with the Lease, then the Senior Center shall immediately revert to the County which shall thereafter have the right to reenter and repossess the property.

DONE, ORDERED AND ADOPTED this 18th day of August, 2015.

ATTEST:



A blue ink signature of Scott Ellis, written over a circular official seal of the Board of County Commissioners of Brevard County, Florida.

Scott Ellis, Clerk

**BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA**



A blue ink signature of Robin Fisher, written over a horizontal line.

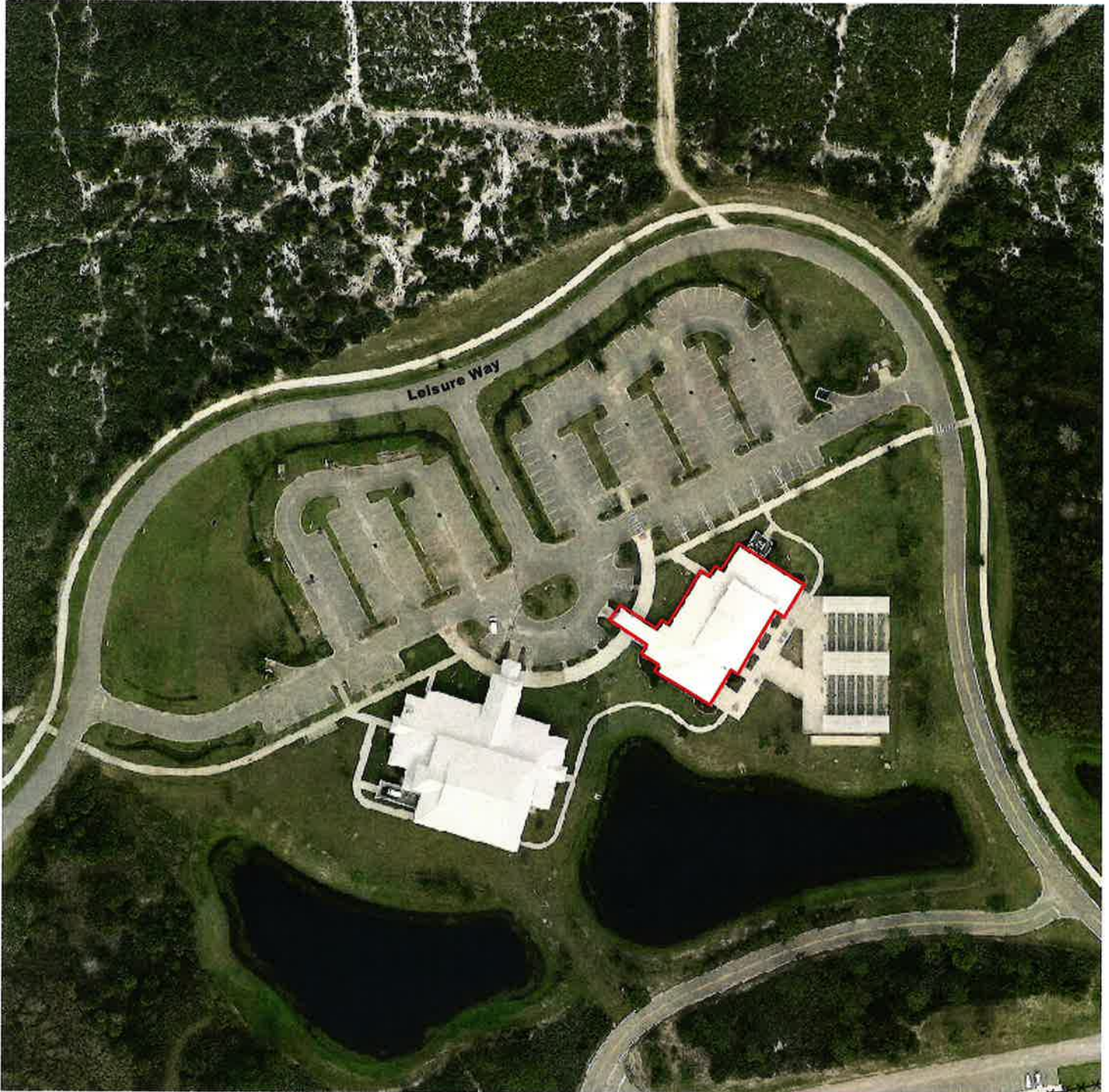
Robin Fisher, Chairman

As approved by the Board on 8/18/2015.

EXHIBIT "B"

Wickham Park Senior Center

2785 Leisure Way
Melbourne, FL 32935



2015 Aerial

Brevard County Parks and Recreation

100 50 0 100 Feet

2725 Judge Fran Jamieson Way
Viera, FL 32940



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

Exhibit "C"

1. AED located in the Main Hallway
2. Ice Machine located in the Kitchen
3. Portable Stage located in the Storage Closet
4. Sound System located in the Multi-Purpose Room

LEASE

THIS LEASE, made and entered into this 18 day of August, 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 the "County"), and the **GREATER SOUTH BREVARD SENIOR CITIZEN CENTER, INC.**, a Not For Profit Corporation organized under the laws of the State of Florida (hereinafter referred to as the "Lessee").

WHEREAS, the Lessee desires to lease a County owned facility which is a part of the County public park known as **Greater Palm Bay Senior Center** and is for the purpose of serving as a senior center (hereinafter referred to as the "Senior Center");

WHEREAS, the Lessee has an interest in providing programs and services to the senior population of the County, is well situated to do so, and has previously contracted with the County to provide such services;

WHEREAS, the County has an interest in allowing programs and services to be provided to the senior population of the County;

WHEREAS, the County has by Resolution, a copy of which is attached hereto as **Exhibit "A"**, determined that these programs and services provided will promote public health, safety or welfare, will serve the public interest, will serve a public purpose, constitute a service that could be provided by local government, and are compatible with the County purposes for which the Senior Center was constructed.

WITNESSETH:

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

- 1. Leased Property.** The County hereby leases to the Lessee and Lessee hereby leases from the County, the Senior Center as presently constituted, commonly known as the **Greater Palm Bay Senior Center, 1275 Culver Drive NE, Palm Bay, Florida 32907** 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 Lease, and all fixtures, furniture, equipment and supplies, if any, placed on the leased property by the County.
- 2. Representation by Lessee.** The Lessee 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.
- 3. Term.** This Lease shall be effective from the date of the last signature for a period of five (5) years. It is hereby mutually agreed and understood that the Lessee may request renewal of this Lease for an additional five (5) year term by written notice from Lessee at least 60 days prior to the expiration date of this Lease.

4. **Rent.** The rent for the Senior Center shall be Two Hundred Fifty Dollars (\$250.00) per month, due the 5th day of each month and payable in advance by the Lessee. It is hereby mutually agreed and understood that the rent may be negotiated annually.
5. **Utilities.** The Lessee shall pay costs of all public utility charges which shall include telephone, electric, gas, water, sanitary sewer, and garbage, as applicable which is provided to the Senior Center by the County, City or any other public agency or public utility.
6. **General Liability Insurance.** Lessee agrees to provide and maintain at all times during the term of this Lease, without cost or expense to the County, policies of insurance generally known as general liability policies insuring the Lessee against any and all claims, demands and causes of action whatsoever for injuries received and damages to property in connection with the use, occupation, management or control of the Senior Center and any improvements thereon. The County shall be added on to the policy as an additional insured. The General Liability Insurance shall be issued by responsible insurance companies and in a form acceptable to the County, protecting and insuring against all the foregoing with combined single limits of not less than One Million dollars (\$1,000,000) for Bodily Injury and Property Damage and Fire Legal Liability in the amount of One Hundred Thousand dollars (\$100,000). All personal property housed or placed at the leased Senior Center shall be at the risk of the Lessee, whether owned by the County or the Lessee, and the County shall not be liable for any loss or damage to the personal property of the Lessee or others located thereon for any cause whatsoever. The Lessee agrees and understands that the County does not and shall not carry liability, theft or fire insurance on said property to cover the Lessee's interest therein.
7. **Insurance Certificates.** Lessee shall provide the County with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the County. Said certificates shall provide that the County is an additional insured, and that County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.
8. **Indemnification.** The Lessee shall indemnify and hold harmless the County and its employees from all claims, damages, losses, and expenses, including attorney's fees, arising out of or associated with the use, occupation, management or control of the Senior Center or any improvements or any furniture, furnishings, equipment and fixtures utilized in connection with the Senior Center by the Lessee unless such claims, damages, expenses, or losses are caused solely by acts of the County, its employees, or other persons not a party to this Lease acting on the County's request. Lessee agrees that it will, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Lessee's use, occupation, management or control of said Senior Center and that it will satisfy, pay and discharge any and all judgments that may be entered against the County in such action or proceeding. Likewise, the County shall indemnify and defend the Lessee and its employees, officers, and agents from all claims, damages, losses, and expenses,

including attorneys fees, caused solely by the County's use, occupation, or management of the Senior Center or any improvements made by the County unless such claims, damages, or losses are caused by the acts of the Lessee, its employees, officers, members or other persons not a party to this Lease acting on/at the Lessee's request. The County agrees that it will, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the Lessee as the sole result of the County's use, occupation or management of said Senior Center and that it will satisfy, pay and discharge any and all judgments that may be entered against the Lessee in such action or proceeding. However, nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

9. **Obligations of the Lessee.** The Lessee shall keep the interior of the building clean and orderly in accordance with any applicable laws, regulations or ordinances. The County reserves the right to perform, or have performed, periodic inspections of the cleanliness and sanitation conditions of the Senior Center. Lessee shall maintain said property in its present condition, ordinary wear and tear excepted. All improvements and any changes made by Lessee to the interior of building shall be at the cost of the Lessee and subject to prior written approval by the County.

The Lessee, at its cost, shall be responsible for all interior and exterior signage it desires and signs which the Lessee desires in order to advertise its programs, excluding parking signs. However, all signage must comply with Americans with Disabilities regulations and must be preapproved by the County. Such signs must be in compliance with any applicable jurisdiction's code or ordinance.

The Lessee shall have control and responsibility for County owned (presently or subsequently installed) equipment and other depreciable property at the Senior Center as described in **Exhibit "C"**. Such property shall be considered a part and portion of the County's property covered in this Lease. None of the County owned property or equipment, if any is present, is to be sold, loaned, rented, used or moved outside of the Senior Center without the written approval of the Parks and Recreation Department Director or designee.

The Lessee 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.

All inspections, maintenance, repair monitoring and costs associated with the security systems shall be the responsibility of the Lessee. The Lessee shall pay the expense of fire alarm monitoring. Lessee understands that the Senior Center must be operated in such a fashion to comply with all federal, state and local all codes in order to operate the Senior Center or otherwise carry out the programs and activities authorized by the Lessee in compliance with this lease.

The Lessee agrees to cooperate with the County in all matters pertaining and relating to the operation of the 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 Lessee events.

10. Obligations of the County. The County shall maintain the building's exterior in good condition. Maintenance and repair of the exterior structure includes rodent and termite control, exterior painting and sealing. The County shall be responsible for the cost and provision of ground maintenance around the exterior of the structure, which will include irrigation system maintenance for the lawn. The County shall mow, edge, and fertilize the lawns; weed and mulch landscapes; trim hedges, shrubs, and small trees; remove dead, damaged or unwanted trees; and water the lawns, landscapes and gardens. The County shall be responsible for costs of the water retention area maintenance for the leased Senior Center so that areas meet requirements of federal, state, and local regulations.

The County shall be responsible for maintenance and repair of the sidewalks and parking lot, including parking signs, parking lot light poles including light bulbs, outside seating, and flagpole.

All inspections, maintenance and repair of the fire alarm and fire sprinkler systems, and fire extinguishers, shall be the responsibility of the County.

The County shall be responsible for any needed repair and/or replacement of the HVAC system and plumbing system.

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

11. Violation of Provisions. Any violation of these provisions will constitute a breach of the conditions of this Lease and may result in the cancellation of same. The County shall notify the Lessee of any violation of the provisions of this Lease in writing. Such notice shall identify the provision which is being violated and how it is being violated. The Lessee shall then have sixty (60) days within which to fix the violation. It is the intent of this provision for the parties to work together cooperatively towards a positive resolution of all issues. However, if the violation is not fixed or addressed in a reasonable fashion to the County's reasonable satisfaction, the County has the right to issue a notice of termination/cancellation effective immediately at the end of the sixty day period. In the event of cancellation or termination of this Lease, Lessee shall remove its personal property from the Senior Center. Any personal property not removed within ninety (90) days from the effective date of termination of the Lease shall be subject to becoming the property of the County.

12. Permitted Activities of the Lessee at the Senior Center. The Senior Center shall be operated to 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. The Lessee shall provide a calendar of events on a quarterly basis subject to approval by the County. The Lessee 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. The Board of Directors of the Lessee 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.

The ongoing operation of the Senior Center will be the responsibility of the Board of Directors of the Lessee in coordination with the County. A representative from the County shall serve as a non-voting member on the Board of Directors. When requested, the Lessee shall provide a list to include names, addresses, and phone numbers of the Executive Committee of the Board of Directors of the Lessee, and additionally shall provide notification of any changes to said officers that may occur in the course of the year.

Revenues may be derived by the Lessee from memberships, fund-raising events, donations, special activities, shared revenues obtained from admission to activities sponsored and operated by other senior organizations, some participation from community-based organizations and for occasional use by other age groups. The County shall have the option to rent out the Senior Center during non-dedicated/usage time. The County shall supply notice fourteen (14) days in advance of said usage and direct costs shall apply.

13. **Reverter and Right of Re-Entry and Repossession.** In the event the Senior Center is not used or ceases to be used for the public purposes set forth herein, the Lease shall immediately cease and the Senior Center shall revert to the County which shall thereafter have the right to re-enter and repossess the Senior Center.
14. **ADA Compliance.** The County and Lessee shall conform to current requirements of the Americans with Disabilities Act in the performance of this Lease, 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 cure any known violations of the ADA that may occur.
15. **Hours of Operation.** For normal operations, the Lessee assures that the Senior Center will be open an average of 35 daytime hours per week with the exception of those weeks which include a holiday or in the event of an emergency. During all hours of operation of the Senior Center by the Lessee or during all hours when the Senior Center is utilized for programs or services sanctioned by the Lessee, the Lessee shall be responsible for any and all damage to the Senior Center, ordinary wear and tear excepted. The Lessee 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 Lessee, or any other groups sanctioned by the Lessee.
16. **Emergency Services.** 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. The Lessee will be provided as much notice as is practicable dependent on how suddenly the need arises and predictability of how long the need will continue. The County shall not be responsible for the damage, loss of property or income created by the use of the Senior Center by agencies which support the emergency response and recovery such as Red Cross, Federal Emergency Management Agency and others. The County and Lessee shall work directly with such support agencies to recover the cost

of restoration, lost equipment, and supplies used. During the period in which the County or other governmental or non-governmental agency occupies or manages the Senior Center, Lessee occupancy and any duties or obligations hereunder will be suspended. Any maintenance, damage, restoration, or repair necessitated during any suspension of the Lessee's occupancy under this Lease will be the responsibility and the expense of the County occupancy under this Lease will be the responsibility and the expense of the County. Repairs, rehabilitation, restoration or maintenance, the need for which arises as a result of such emergency suspension of the Lessee's occupancy, shall all be diligently completed by the County, at the expense of the County prior to the Lessee reoccupying the Senior Center. 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 Emergency Operations Center, "E.O.C." as an emergency.

17. Lessee's Assignment, Sublease or License for Occupation by Other Persons. Lessee agrees not to assign or sublease the Senior Center, any part thereof, or any right or privilege connected therewith, without first obtaining the County's written consent, which consent the County may withhold in its sole discretion. Consent on one occasion by the County shall not be consent to a subsequent assignment, sublease, or occupation by other persons. Lessee's unauthorized assignment, sublease or license to occupy shall be void, and shall terminate the Lease at the County's option. Lessee's interest in this Lease 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 Lessee from entering into short-term use/rental lease with third parties for up to and including three (3) days (no overnight activities); however, even under such circumstances the Lessee shall remain responsible for each and every of its obligations under this Lease. The Lessee 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 Lease.

18. Alterations, Changes and Additions. No structural changes, alterations or additions shall be made by the Lessee to the Senior Center without the prior written consent of the County. Any such alterations, changes and additions shall remain for the benefit of and become the property of the County.

19. No Use that Increases Insurance Risk. The Lessee 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. Lessee further agrees not to keep at the Senior Center, or permit to be kept, used, or sold thereon, anything prohibited by the policy of fire insurance covering the Senior Center. Lessee shall comply, at its own expense, with all requirements of insurers necessary to keep in force the fire and public liability insurance covering the Senior Center.

20. **Licenses, Permits, and Taxes.** Lessee agrees to secure and maintain all licenses and permits required to operate, including any applicable sales or use tax, which shall be imposed or assessed by any and all governmental authorities, in connection with the business or operation conducted under this Lease, 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 (30) days of the execution of this lease by both parties. If applicable, a Bingo Class "A" License shall be obtained on an annual basis and a copy shall be provided to the County.
21. **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 Lease cannot be changed or terminated orally.
22. **Successors in Interest.** This Lease and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives, and assigns of the parties.
23. **Severability.** If any provision of this Lease 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.
24. **Venue.** Venue for any legal action brought by any party to this Lease to interpret, construe or enforce this Lease shall be in court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.
25. **Attorney's Fees.** In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.
26. **Governing Law.** This Lease shall be deemed to have been executed and entered into within the State of Florida and this Lease, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.
27. **Compliance with Statutes.** It shall be the Lessee's and the County's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, state, and federal agencies as applicable.
28. **Independent Contractor.** Lessee shall perform the services under this Lease as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Lease shall be interpreted or construed to constitute the Lessee or any of its agents or employees to be the agent, employee or representative of the County.
29. **Right to Audit Records.** The Lessee shall prepare an annual financial statement and shall submit same to the Area Manager. In the performance of this Lease, the Lessee shall keep books, records, and accounts of all activities related to this Lease, in compliance with general accounting procedures. Books, records and accounts

related to the performance of this Lease shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the agency for a period of three (3) years after the termination of this Lease. All records or documents created by Lessee or provided to Lessee by the County in connection with the activities or services provided by County under the terms of this Lease, are public records and the Lessee agrees to comply with any request for such public records or documents made in accordance with Chapter 119, Florida Statutes.

30. **Construction of Lease.** The parties hereby acknowledge that they have fully reviewed this Lease and its attachments and have had the opportunity to consult with legal counsel of their choice, and that this Lease shall not be construed against any party as if they were the drafter of this Lease.
31. **Surrender of Premises.** Lessee shall surrender the Senior Center to the County at the end of the Lease term in generally the same condition as when Lessee took possession, allowing for changes and modifications agreed to by the parties over time, reasonable wear and tear, damages by acts of God, including fire and storm. The Lessee shall remove all business signs or symbols placed on the Senior Center by the Lessee before surrendering the Senior Center and restore the portion of the Senior Center on which they were placed in the same condition as before placement. Lessee shall have ninety (90) days notice to surrender.
32. **Partial Destruction of Premises.** Partial destruction of the Senior Center shall not render this Lease void, or terminate it except as herein provided. If the Senior Center is partially destroyed during the term of this Lease, County may endeavor to make repairs, providing the County has the fiscal means to do so, and when such repairs can be made in conformity with local, state, and federal laws and regulations, within ninety (90) days of the partial destruction. If the repairs cannot be so made in ninety (90) days and the County does not elect to make them within a reasonable time, either party hereto has the option to terminate this Lease. If the leased Senior Center is more than one-third destroyed, County or Lessee may at its option terminate this Lease, giving ninety (90) day notice to Lessee.
33. **County's Entry for Inspection and Maintenance.** The County reserves the right to enter the Senior Center at reasonable times to inspect, to perform required maintenance and repair, or to make additions or alteration to any part of the building in which the Senior Center under Lease is located, and Lessee agrees to permit the County to do so. The County may, in connection with such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment without incurring liability to Lessee for disturbance of quiet enjoyment of the Senior Center, or loss of occupation thereof, unless done so in an unreasonable, willful, or negligent manner.
34. **Modifications.** No modification of this Lease shall be binding on the County or the Lessee unless reduced to writing and signed by a duly authorized representative of County and the Lessee.
35. **Notice.** Notice under this Lease shall be given to the County at Brevard County Parks and Recreation: **South Area Parks Operations, 1515 Sarno Road, Building A, Melbourne, Florida 32935.** Notice shall be given to

Lessee by mailing written notice, postage prepaid to the President of the **Greater South Brevard Senior Citizen Center, Inc., 1275 Culver Road NE, Palm Bay, Florida 32907**. Notice shall be effective upon receipt or five (5) days from mailing, whichever even occurs first.

36. **Unauthorized Alien Workers.** Brevard County will not intentionally award publicly-funded contracts to any Lessee 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 the Lessee of unauthorized aliens a violation of Section 274A (e) of the INA and such violation shall be grounds for unilateral cancellation of this Lease by the County.
37. **Public Entity Crimes.** A person or affiliate who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on 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 (36) months from the date of being placed on the convicted vendor list.
38. **Termination for Convenience.** Either party may terminate this Lease for their own convenience upon providing thirty (30) 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 up to the date of termination.
39. **Illegal, Unlawful, or Improper Use.** The Lessee shall make no unlawful, improper, immoral, or offensive use of the Leased Senior Center nor will the Lessee use the Leased Senior Center or allow the use of the Leased Senior Center for any purpose other than that hereinabove set forth. Failure of Lessee to comply with this provision shall be considered a material default under this Lease.
40. **Copyright.** No reports, data, programs or other materials produced, in whole or in part, for the benefit and use of the County under this Lease shall be subject to copyright by the Lessee in the United States or any other country.
41. **Music Performance.** The Lessee shall not use, play or perform copyrighted music without appropriate licensing or other permission. The Lessee 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 Lease. The Lessee agrees to indemnify and hold harmless the County from damages for unauthorized use or performance of copyrighted music.

42. **Entire Lease.** This Lease, together with any Exhibits, constitutes the entire Lease between the County and Lessee and supersedes all prior written or oral understandings. This Lease and any Exhibits may only be amended, supplemented or canceled by a written instrument duly executed by both parties hereto. As of the Effective Date of this Lease, all authority, permission, and right, express or implied, heretofore granted or inferred to be granted by the County to Lessee to operate a Senior Center shall be terminated, and Lessee shall cease operating any Senior Center other than as permitted by this Lease.

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

ATTEST:





Scott Ellis, Clerk of Court

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**



Robin Fisher, Chairman

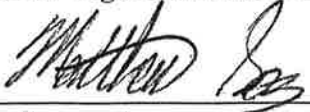
As approved by the Board on 8/18/2015.

WITNESS:

**GREATER SOUTH BREVARD SENIOR CITIZEN
CENTER, INC.**

Rona Goldman, President

Reviewed for Legal Form and Content



Assistant County Attorney

RESOLUTION NO. 2015- 128

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, PURSUANT TO SECTION 125.35, FLORIDA STATUTES AND SECTION 2-247 BREVARD COUNTY CODE OF ORDINANCES, AUTHORIZING THE LEASING OF REAL PROPERTY TO A NOT FOR PROFIT CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

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WHEREAS, the Lessee desires to operate and maintain the Senior Center for the benefit and enjoyment of the senior population of Brevard County; and

WHEREAS, the County finds that the Lessee's proposed use of the Senior 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 Senior Center was constructed.

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

1. The Greater Palm Bay Senior Center is a County owned facility and was constructed for the purpose of being used as a public senior center.
2. The County has determined that the Greater Palm Bay Senior Center is not needed by the County.
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5. The County shall enter into a lease with the Lessee beginning on the date of the last signature on the Lease Agreement for a term of five (5) years with the option to renew for an additional five (5) year term.
6. The consideration for the conveyance shall be \$250.00 per month.
7. This Resolution shall take effect immediately upon its adoption. No obligation to Lease the Senior Center to the Lessee shall arise until the Lease is executed by both parties.
8. In the event the Lessee fails to comply with the Lease, then the Senior Center shall immediately revert to the County which shall thereafter have the right to reenter and repossess the property.


DONE, ORDERED AND ADOPTED this 18th day of August, 2015.

ATTEST:



Scott Ellis, Clerk

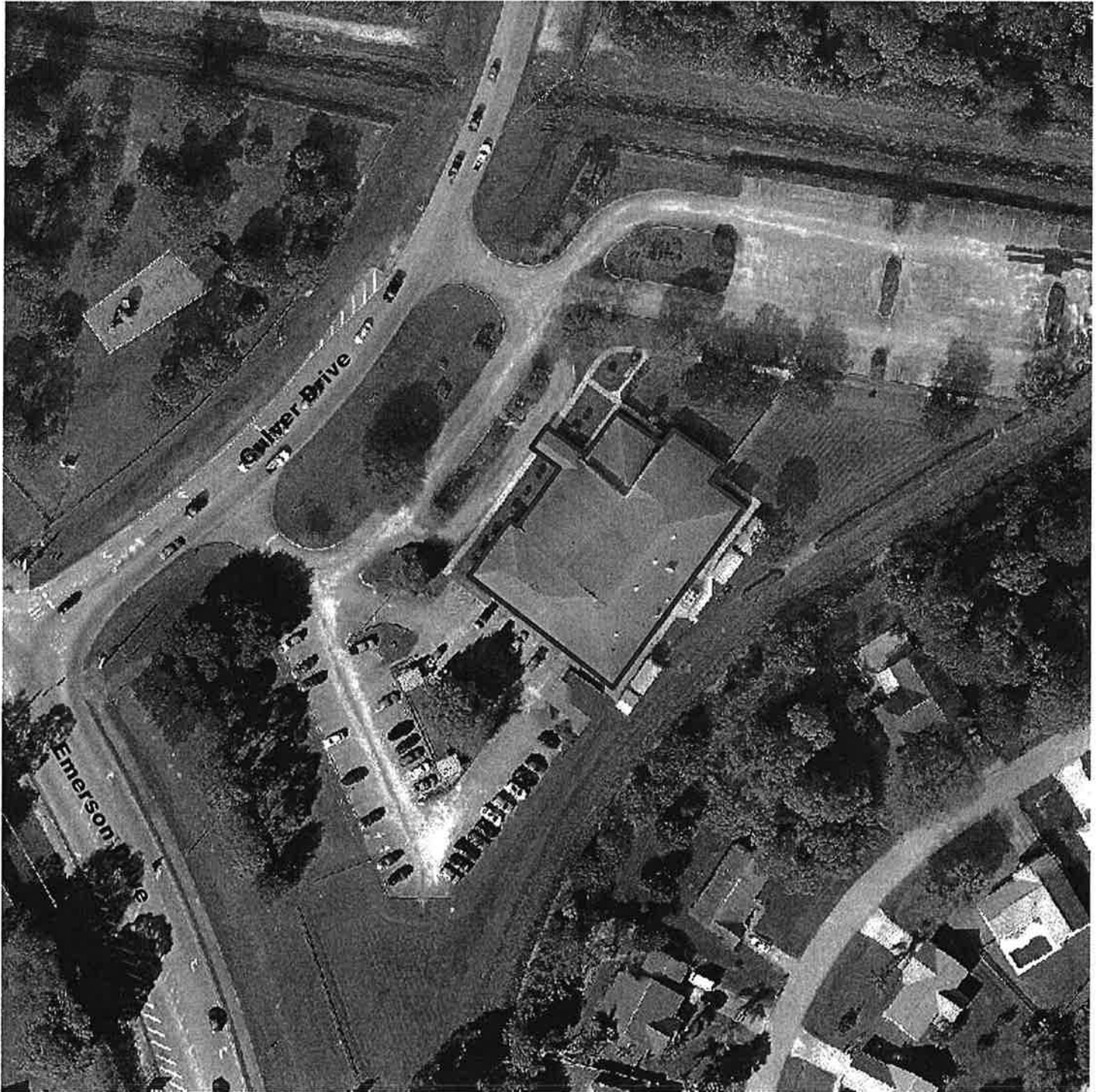
**BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA**



Robin Fisher, Chairman

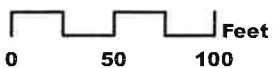
As approved by the Board on 8/18/2015.

EXHIBIT "B"
Greater Palm Bay Senior Center
1275 Culver Drive NE
Palm Bay, FL 32907



2015 Aerial

Brevard County Parks and Recreation



2725 Judge Fran Jamieson Way
Viera, FL 32940



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

Exhibit "C"

1. Two (2) electric floor fans

LEASE

THIS LEASE, made and entered into this 18 day of August, 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 the "County"), and the **MARTIN ANDERSEN SENIOR CENTER, INC.**, a Not For Profit Corporation organized under the laws of the State of Florida (hereinafter referred to as the "Lessee").

WHEREAS, the Lessee desires to lease a County owned facility which is a part of the County public park known as **Martin Andersen Senior Center** and is for the purpose of serving as a senior center (hereinafter referred to as the "Senior Center");

WHEREAS, the Lessee has an interest in providing programs and services to the senior population of the County, is well situated to do so, and has previously contracted with the County to provide such services;

WHEREAS, the County has an interest in allowing programs and services to be provided to the senior population of the County;

WHEREAS, the County has by Resolution, a copy of which is attached hereto as **Exhibit "A"**, determined that these programs and services provided will promote public health, safety or welfare, will serve the public interest, will serve a public purpose, constitute a service that could be provided by local government, and are compatible with the County purposes for which the Senior Center was constructed.

WITNESSETH:

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

1. **Leased Property**. The County hereby leases to the Lessee and Lessee hereby leases from the County, the Senior Center as presently constituted, commonly known as the **Martin Andersen Senior Center, 1025 South Florida Avenue, Rockledge, Florida 32955** 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 Lease, and all fixtures, furniture, equipment and supplies, if any, placed on the leased property by the County.
2. **Representation by Lessee**. The Lessee 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.
3. **Term**. This Lease shall be effective from the date of the last signature for a period of five (5) years. It is hereby mutually agreed and understood that the Lessee may request renewal of this Lease for an additional five (5) year term by written notice from Lessee at least 60 days prior to the expiration date of this Lease.

4. **Rent.** The rent for the Senior Center shall be Two Hundred Fifty Dollars (\$250.00) per month, due the 5th day of each month and payable in advance by the Lessee. It is hereby mutually agreed and understood that the rent may be negotiated annually.
5. **Utilities.** The Lessee shall pay costs of all public utility charges which shall include telephone, electric, gas, water, sanitary sewer, and garbage, as applicable which is provided to the Senior Center by the County, City or any other public agency or public utility.
6. **General Liability Insurance.** Lessee agrees to provide and maintain at all times during the term of this Lease, without cost or expense to the County, policies of insurance generally known as general liability policies insuring the Lessee against any and all claims, demands and causes of action whatsoever for injuries received and damages to property in connection with the use, occupation, management or control of the Senior Center and any improvements thereon. The County shall be added on to the policy as an additional insured. The General Liability Insurance shall be issued by responsible insurance companies and in a form acceptable to the County, protecting and insuring against all the foregoing with combined single limits of not less than One Million dollars (\$1,000,000) for Bodily Injury and Property Damage and Fire Legal Liability in the amount of One Hundred Thousand dollars (\$100,000). All personal property housed or placed at the leased Senior Center shall be at the risk of the Lessee, whether owned by the County or the Lessee, and the County shall not be liable for any loss or damage to the personal property of the Lessee or others located thereon for any cause whatsoever. The Lessee agrees and understands that the County does not and shall not carry liability, theft or fire insurance on said property to cover the Lessee's interest therein.
7. **Insurance Certificates.** Lessee shall provide the County with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the County. Said certificates shall provide that the County is an additional insured, and that County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.
8. **Indemnification.** The Lessee shall indemnify and hold harmless the County and its employees from all claims, damages, losses, and expenses, including attorney's fees, arising out of or associated with the use, occupation, management or control of the Senior Center or any improvements or any furniture, furnishings, equipment and fixtures utilized in connection with the Senior Center by the Lessee unless such claims, damages, expenses, or losses are caused solely by acts of the County, its employees, or other persons not a party to this Lease acting on the County's request. Lessee agrees that it will, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Lessee's use, occupation, management or control of said Senior Center and that it will satisfy, pay and discharge any and all judgments that may be entered against the County in such action or proceeding. Likewise, the County shall indemnify and defend the Lessee and its employees, officers, and agents from all claims, damages, losses, and expenses,

including attorneys fees, caused solely by the County's use, occupation, or management of the Senior Center or any improvements made by the County unless such claims, damages, or losses are caused by the acts of the Lessee, its employees, officers, members or other persons not a party to this Lease acting on/at the Lessee's request. The County agrees that it will, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the Lessee as the sole result of the County's use, occupation or management of said Senior Center and that it will satisfy, pay and discharge any and all judgments that may be entered against the Lessee in such action or proceeding. However, nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

9. **Obligations of the Lessee.** The Lessee shall keep the interior of the building clean and orderly in accordance with any applicable laws, regulations or ordinances. The County reserves the right to perform, or have performed, periodic inspections of the cleanliness and sanitation conditions of the Senior Center. Lessee shall maintain said property in its present condition, ordinary wear and tear excepted. All improvements and any changes made by Lessee to the interior of building shall be at the cost of the Lessee and subject to prior written approval by the County.

The Lessee, at its cost, shall be responsible for all interior and exterior signage it desires and signs which the Lessee desires in order to advertise its programs, excluding parking signs. However, all signage must comply with Americans with Disabilities regulations and must be preapproved by the County. Such signs must be in compliance with any applicable jurisdiction's code or ordinance.

The Lessee shall have control and responsibility for County owned (presently or subsequently installed) equipment and other depreciable property at the Senior Center as described in **Exhibit "C"**. Such property shall be considered a part and portion of the County's property covered in this Lease. None of the County owned property or equipment, if any is present, is to be sold, loaned, rented, used or moved outside of the Senior Center without the written approval of the Parks and Recreation Department Director or designee.

The Lessee 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.

All inspections, maintenance, repair monitoring and costs associated with the security systems shall be the responsibility of the Lessee. The Lessee shall pay the expense of fire alarm monitoring. Lessee understands that the Senior Center must be operated in such a fashion to comply with all federal, state and local all codes in order to operate the Senior Center or otherwise carry out the programs and activities authorized by the Lessee in compliance with this lease.

The Lessee agrees to cooperate with the County in all matters pertaining and relating to the operation of the 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 Lessee events.

- 10. Obligations of the County.** The County shall maintain the building's exterior in good condition. Maintenance and repair of the exterior structure includes rodent and termite control, exterior painting and sealing. The County shall be responsible for the cost and provision of ground maintenance around the exterior of the structure, which will include irrigation system maintenance for the lawn. The County shall mow, edge, and fertilize the lawns; weed and mulch landscapes; trim hedges, shrubs, and small trees; remove dead, damaged or unwanted trees; and water the lawns, landscapes and gardens. The County shall be responsible for costs of the water retention area maintenance for the leased Senior Center so that areas meet requirements of federal, state, and local regulations.

The County shall be responsible for maintenance and repair of the sidewalks and parking lot, including parking signs, parking lot light poles including light bulbs, outside seating, and flagpole.

All inspections, maintenance and repair of the fire alarm and fire sprinkler systems, and fire extinguishers, shall be the responsibility of the County.

The County shall be responsible for any needed repair and/or replacement of the HVAC system and plumbing systems.

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

- 11. Violation of Provisions.** Any violation of these provisions will constitute a breach of the conditions of this Lease and may result in the cancellation of same. The County shall notify the Lessee of any violation of the provisions of this Lease in writing. Such notice shall identify the provision which is being violated and how it is being violated. The Lessee shall then have sixty (60) days within which to fix the violation. It is the intent of this provision for the parties to work together cooperatively towards a positive resolution of all issues. However, if the violation is not fixed or addressed in a reasonable fashion to the County's reasonable satisfaction, the County has the right to issue a notice of termination/cancellation effective immediately at the end of the sixty day period. In the event of cancellation or termination of this Lease, Lessee shall remove its personal property from the Senior Center. Any personal property not removed within ninety (90) days from the effective date of termination of the Lease shall be subject to becoming the property of the County.

- 12. Permitted Activities of the Lessee at the Senior Center.** The Senior Center shall be operated to 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. The Lessee shall provide a calendar of events on a quarterly basis subject to approval by the County. The Lessee 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. The Board of Directors of the Lessee 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.

The ongoing operation of the Senior Center will be the responsibility of the Board of Directors of the Lessee in coordination with the County. A representative from the County shall serve as a non-voting member on the Board of Directors. When requested, the Lessee shall provide a list to include names, addresses, and phone numbers of the Board of Directors of the Lessee, and additionally shall provide notification of any changes to said officers that may occur in the course of the year.

Revenues may be derived by the Lessee from memberships, fund-raising events, donations, special activities, shared revenues obtained from admission to activities sponsored and operated by other senior organizations, some participation from community-based organizations and for occasional use by other age groups. The County shall have the option to rent out the Senior Center during non-dedicated/usage time. The County shall supply notice fourteen (14) days in advance of said usage and direct costs shall apply.

13. **Reverter and Right of Re-Entry and Repossession.** In the event the Senior Center is not used or ceases to be used for the public purposes set forth herein, the Lease shall immediately cease and the Senior Center shall revert to the County which shall thereafter have the right to re-enter and repossess the Senior Center.
14. **ADA Compliance.** The County and Lessee shall conform to current requirements of the Americans with Disabilities Act in the performance of this Lease, 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 cure any known violations of the ADA that may occur.
15. **Hours of Operation.** For normal operations, the Lessee assures that the Senior Center will be open an average of 35 daytime hours per week with the exception of those weeks which include a holiday or in the event of an emergency. During all hours of operation of the Senior Center by the Lessee or during all hours when the Senior Center is utilized for programs or services sanctioned by the Lessee, the Lessee shall be responsible for any and all damage to the Senior Center, ordinary wear and tear excepted. The Lessee 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 Lessee, or any other groups sanctioned by the Lessee.
16. **Emergency Services.** 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. The Lessee will be provided as much notice as is practicable dependent on

how suddenly the need arises and predictability of how long the need will continue. The County shall not be responsible for the damage, loss of property or income created by the use of the Senior Center by agencies which support the emergency response and recovery such as Red Cross, Federal Emergency Management Agency and others. The County and Lessee shall work directly with such support agencies to recover the cost of restoration, lost equipment, and supplies used. During the period in which the County or other governmental or non-governmental agency occupies or manages the Senior Center, Lessee occupancy and any duties or obligations hereunder will be suspended. Any maintenance, damage, restoration, or repair necessitated during any suspension of the Lessee's occupancy under this Lease will be the responsibility and the expense of the County occupancy under this Lease will be the responsibility and the expense of the County. Repairs, rehabilitation, restoration or maintenance, the need for which arises as a result of such emergency suspension of the Lessee's occupancy, shall all be diligently completed by the County, at the expense of the County prior to the Lessee reoccupying the Senior Center. 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 Emergency Operations Center, "E.O.C." as an emergency.

17. Lessee's Assignment, Sublease or License for Occupation by Other Persons. Lessee agrees not to assign or sublease the Senior Center, any part thereof, or any right or privilege connected therewith, without first obtaining the County's written consent, which consent the County may withhold in its sole discretion. Consent on one occasion by the County shall not be consent to a subsequent assignment, sublease, or occupation by other persons. Lessee's unauthorized assignment, sublease or license to occupy shall be void, and shall terminate the Lease at the County's option. Lessee's interest in this Lease 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 Lessee from entering into short-term use/rental lease with third parties for up to and including three (3) days (no overnight activities); however, even under such circumstances the Lessee shall remain responsible for each and every of its obligations under this Lease. The Lessee 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 Lease.

18. Alterations, Changes and Additions. No structural changes, alterations or additions shall be made by the Lessee to the Senior Center without the prior written consent of the County. Any such alterations, changes and additions shall remain for the benefit of and become the property of the County.

19. No Use that Increases Insurance Risk. The Lessee 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. Lessee further agrees not to keep at the Senior Center, or permit to be kept, used, or sold thereon, anything prohibited by the policy of fire insurance covering the Senior Center. Lessee shall comply, at its own expense, with all requirements of insurers necessary to keep in force the fire and public liability insurance covering the Senior Center.

20. **Licenses, Permits, and Taxes.** Lessee agrees to secure and maintain all licenses and permits required to operate, including any applicable sales or use tax, which shall be imposed or assessed by any and all governmental authorities, in connection with the business or operation conducted under this Lease, 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 (30) days of the execution of this lease by both parties. If applicable, a Bingo Class "A" License shall be obtained on an annual basis and a copy shall be provided to the County.
21. **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 Lease cannot be changed or terminated orally.
22. **Successors in Interest.** This Lease and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives, and assigns of the parties.
23. **Severability.** If any provision of this Lease 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.
24. **Venue.** Venue for any legal action brought by any party to this Lease to interpret, construe or enforce this Lease shall be in court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.
25. **Attorney's Fees.** In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.
26. **Governing Law.** This Lease shall be deemed to have been executed and entered into within the State of Florida and this Lease, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.
27. **Compliance with Statutes.** It shall be the Lessee's and the County's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, state, and federal agencies as applicable.
28. **Independent Contractor.** Lessee shall perform the services under this Lease as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this

Lease shall be interpreted or construed to constitute the Lessee or any of its agents or employees to be the agent, employee or representative of the County.

- 29. Right to Audit Records.** The Lessee shall prepare an annual financial statement and shall submit same to the Area Manager. In the performance of this Lease, the Lessee shall keep books, records, and accounts of all activities related to this Lease, in compliance with general accounting procedures. Books, records and accounts related to the performance of this Lease shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the agency for a period of three (3) years after the termination of this Lease. All records or documents created by Lessee or provided to Lessee by the County in connection with the activities or services provided by County under the terms of this Lease, are public records and the Lessee agrees to comply with any request for such public records or documents made in accordance with Chapter 119, Florida Statutes.
- 30. Construction of Lease.** The parties hereby acknowledge that they have fully reviewed this Lease and its attachments and have had the opportunity to consult with legal counsel of their choice, and that this Lease shall not be construed against any party as if they were the drafter of this Lease.
- 31. Surrender of Premises.** Lessee shall surrender the Senior Center to the County at the end of the Lease term in generally the same condition as when Lessee took possession, allowing for changes and modifications agreed to by the parties over time, reasonable wear and tear, damages by acts of God, including fire and storm. The Lessee shall remove all business signs or symbols placed on the Senior Center by the Lessee before surrendering the Senior Center and restore the portion of the Senior Center on which they were placed in the same condition as before placement. Lessee shall have ninety (90) days notice to surrender.
- 32. Partial Destruction of Premises.** Partial destruction of the Senior Center shall not render this Lease void, or terminate it except as herein provided. If the Senior Center is partially destroyed during the term of this Lease, County may endeavor to make repairs, providing the County has the fiscal means to do so, and when such repairs can be made in conformity with local, state, and federal laws and regulations, within ninety (90) days of the partial destruction. If the repairs cannot be so made in ninety (90) days and the County does not elect to make them within a reasonable time, either party hereto has the option to terminate this Lease. If the leased Senior Center is more than one-third destroyed, County or Lessee may at its option terminate this Lease, giving ninety (90) day notice to Lessee.
- 33. County's Entry for Inspection and Maintenance.** The County reserves the right to enter the -Senior Center at reasonable times to inspect, to perform required maintenance and repair, or to make additions or alteration to any part of the building in which the Senior Center under Lease is located, and Lessee agrees to permit the County to do so. The County may, in connection with such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment without incurring liability

to Lessee for disturbance of quiet enjoyment of the Senior Center, or loss of occupation thereof, unless done so in an unreasonable, willful, or negligent manner.


- 34. Modifications.** No modification of this Lease shall be binding on the County or the Lessee unless reduced to writing and signed by a duly authorized representative of County and the Lessee.
- 35. Notice.** Notice under this Lease shall be given to the County at Brevard County Parks and Recreation: **Central Area Parks Operations, 840 Forrest Avenue, Cocoa, Florida 32922.** Notice shall be given to Lessee by mailing written notice, postage prepaid to the President of the **Martin Andersen Senior Center, Inc., 1025 South Florida Avenue, Rockledge, Florida 32955.** Notice shall be effective upon receipt or five (5) days from mailing, whichever even occurs first.
- 36. Unauthorized Alien Workers.** Brevard County will not intentionally award publicly-funded contracts to any Lessee 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 the Lessee of unauthorized aliens a violation of Section 274A (e) of the INA and such violation shall be grounds for unilateral cancellation of this Lease by the County.
- 37. Public Entity Crimes.** A person or affiliate who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on 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 (36) months from the date of being placed on the convicted vendor list.
- 38. Termination for Convenience.** Either party may terminate this Lease for their own convenience upon providing thirty (30) 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 up to the date of termination.
- 39. Illegal, Unlawful, or Improper Use.** The Lessee shall make no unlawful, improper, immoral, or offensive use of the Leased Senior Center nor will the Lessee use the Leased Senior Center or allow the use of the Leased Senior Center for any purpose other than that hereinabove set forth. Failure of Lessee to comply with this provision shall be considered a material default under this Lease.
- 40. Copyright.** No reports, data, programs or other materials produced, in whole or in part, for the benefit and use of the County under this Lease shall be subject to copyright by the Lessee in the United States or any other country.

41. **Music Performance.** The Lessee shall not use, play or perform copyrighted music without appropriate licensing or other permission. The Lessee 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 Lease. The Lessee agrees to indemnify and hold harmless the County from damages for unauthorized use or performance of copyrighted music.

42. **Entire Lease.** This Lease, together with any Exhibits, constitutes the entire Lease between the County and Lessee and supersedes all prior written or oral understandings. This Lease and any Exhibits may only be amended, supplemented or canceled by a written instrument duly executed by both parties hereto. As of the Effective Date of this Lease, all authority, permission, and right, express or implied, heretofore granted or inferred to be granted by the County to Lessee to operate a Senior Center shall be terminated, and Lessee shall cease operating any Senior Center other than as permitted by this Lease.


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

ATTEST:



Scott Ellis, Clerk of Court

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**



Robin Fisher, Chairman

As approved by the Board on 8/18/2015.

WITNESS:



MARTIN ANDERSEN SENIOR CENTER, INC.



Geraldine B. Bonavito, President

Reviewed for Legal Form and Content



Assistant County Attorney

RESOLUTION NO. 2015-130

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, PURSUANT TO SECTION 125.35, FLORIDA STATUTES AND SECTION 2-247 BREVARD COUNTY CODE OF ORDINANCES, AUTHORIZING THE LEASING 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 **MARTIN ANDERSEN SENIOR CENTER, INC.**, a 501(c)(3) tax exempt Not For Profit Corporation organized under the laws of the State of Florida (hereinafter referred to as "Lessee") has applied to the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as "County") to lease a County owned facility which is a part of the County public park known as the **Martin Andersen Senior Center** (hereinafter referred to as the "Senior Center");

WHEREAS, the Lessee desires to operate and maintain the Senior Center for the benefit and enjoyment of the senior population of Brevard County; and

WHEREAS, the County finds that the Lessee's proposed use of the Senior 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 Senior Center was constructed.

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

1. The Martin Andersen Senior Center is a County owned facility and was constructed for the purpose of being used as a public senior center.
2. The County has determined that the Martin Andersen Senior Center is not needed by the County.
3. The Lessee shall operate and maintain the Senior Center for the benefit and enjoyment of the senior population of Brevard County.
4. The Lessee 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.
5. The County shall enter into a lease with the Lessee beginning on the date of the last signature on the Lease Agreement for a term of five (5) years with the option to renew for an additional five (5) year term.
6. The consideration for the conveyance shall be \$250.00 per month.
7. This Resolution shall take effect immediately upon its adoption. No obligation to Lease the Senior Center to the Lessee shall arise until the Lease is executed by both parties.
8. In the event the Lessee fails to comply with the Lease, then the Senior Center shall immediately revert to the County which shall thereafter have the right to reenter and repossess the property.

DONE, ORDERED AND ADOPTED this 18th day of August, 2015.

ATTEST:



Scott Ellis, Clerk

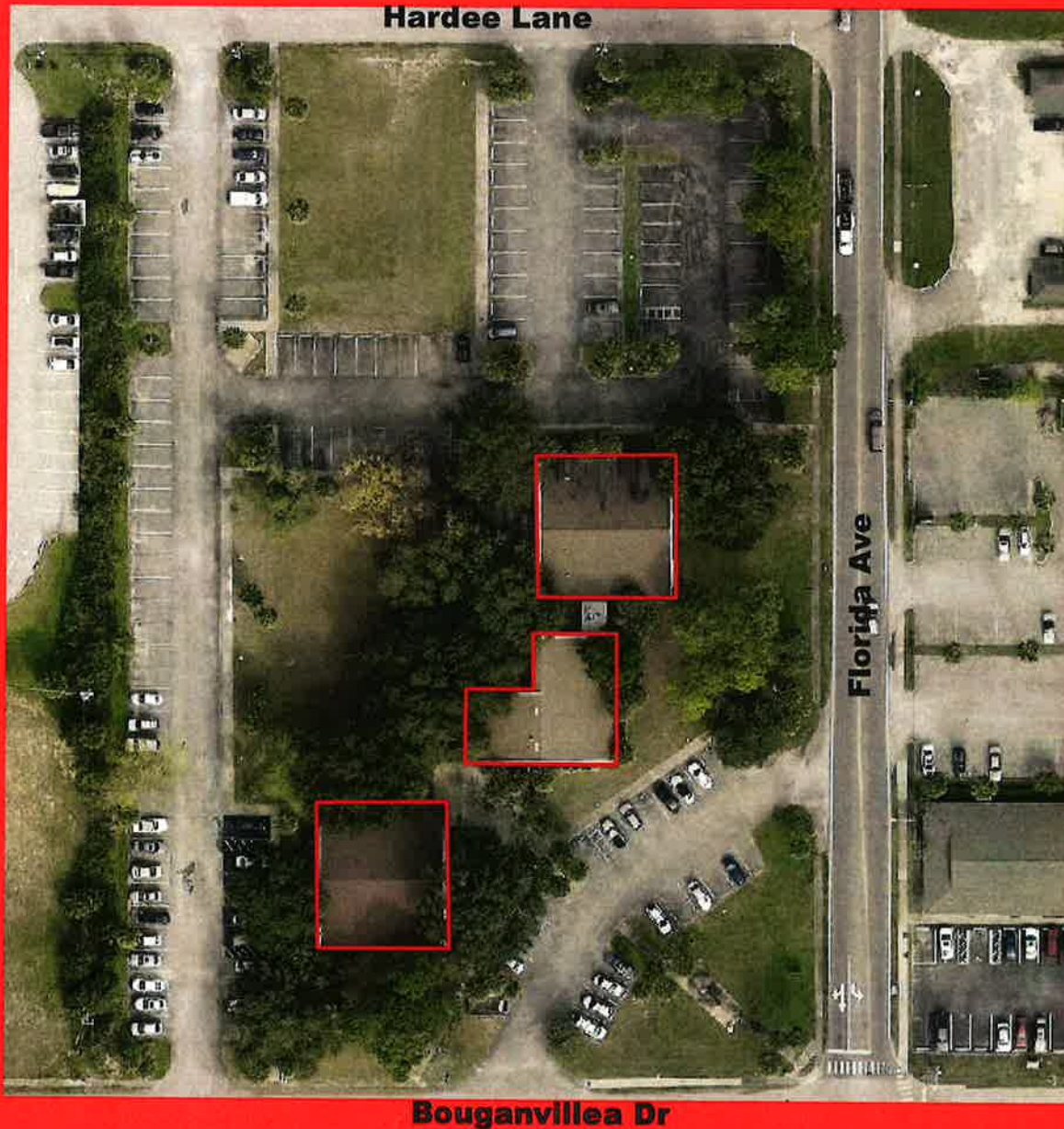
**BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA**



Robin Fisher, Chairman

As approved by the Board on 8/18/2015.

EXHIBIT "B"
Martin Andersen Senior Center
1025 Florida Avenue
Rockledge, FL 32955



Brevard County Parks and Recreation
2725 Judge Fran Jamieson Way
Viera, FL 32940

2015 Aerial



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

Exhibit "C"

1. AED defibrillator

LEASE

THIS LEASE, made and entered into this 18 day of August, 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 the "County"), and the **NORTH BREVARD SENIOR CENTER, INC.**, a Not For Profit Corporation organized under the laws of the State of Florida (hereinafter referred to as the "Lessee").

WHEREAS, the Lessee desires to lease a County owned facility which is a part of the County public park known as **North Brevard Senior Center** and is for the purpose of serving as a senior center (hereinafter referred to as the "Senior Center");

WHEREAS, the Lessee has an interest in providing programs and services to the senior population of the County, is well situated to do so, and has previously contracted with the County to provide such services;

WHEREAS, the County has an interest in allowing programs and services to be provided to the senior population of the County;

WHEREAS, the County has by Resolution, a copy of which is attached hereto as **Exhibit "A"**, determined that these programs and services provided will promote public health, safety or welfare, will serve the public interest, will serve a public purpose, constitute a service that could be provided by local government, and are compatible with the County purposes for which the Senior Center was constructed.

WITNESSETH:

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

1. **Leased Property.** The County hereby leases to the Lessee and Lessee hereby leases from the County, the Senior Center as presently constituted, commonly known as the **North Brevard Senior Center, 909 Lane Avenue, Titusville, Florida 32780** 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 Lease, and all fixtures, furniture, equipment and supplies, if any, placed on the leased property by the County.
2. **Representation by Lessee.** The Lessee 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.
3. **Term.** This Lease shall be effective from the date of the last signature for a period of five (5) years. It is hereby mutually agreed and understood that the Lessee may request renewal of this Lease for an additional five (5) year term by written notice from Lessee at least 60 days prior to the expiration date of this Lease.

4. **Rent.** The rent for the Senior Center shall be Two Hundred Fifty Dollars (\$250.00) per month, due the 5th day of each month and payable in advance by the Lessee. It is hereby mutually agreed and understood that the rent may be negotiated annually.
5. **Utilities.** The Lessee shall pay costs of all public utility charges which shall include telephone, electric, gas, water, sanitary sewer, and garbage, as applicable which is provided to the Senior Center by the County, City or any other public agency or public utility.
6. **General Liability Insurance.** Lessee agrees to provide and maintain at all times during the term of this Lease, without cost or expense to the County, policies of insurance generally known as general liability policies insuring the Lessee against any and all claims, demands and causes of action whatsoever for injuries received and damages to property in connection with the use, occupation, management or control of the Senior Center and any improvements thereon. The County shall be added on to the policy as an additional insured. The General Liability Insurance shall be issued by responsible insurance companies and in a form acceptable to the County, protecting and insuring against all the foregoing with combined single limits of not less than One Million dollars (\$1,000,000) for Bodily Injury and Property Damage and Fire Legal Liability in the amount of One Hundred Thousand dollars (\$100,000). All personal property housed or placed at the leased Senior Center shall be at the risk of the Lessee, whether owned by the County or the Lessee, and the County shall not be liable for any loss or damage to the personal property of the Lessee or others located thereon for any cause whatsoever. The Lessee agrees and understands that the County does not and shall not carry liability, theft or fire insurance on said property to cover the Lessee's interest therein.
7. **Insurance Certificates.** Lessee shall provide the County with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the County. Said certificates shall provide that the County is an additional insured, and that County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.
8. **Indemnification.** The Lessee shall indemnify and hold harmless the County and its employees from all claims, damages, losses, and expenses, including attorney's fees, arising out of or associated with the use, occupation, management or control of the Senior Center or any improvements or any furniture, furnishings, equipment and fixtures utilized in connection with the Senior Center by the Lessee unless such claims, damages, expenses, or losses are caused solely by acts of the County, its employees, or other persons not a party to this Lease acting on the County's request. Lessee agrees that it will, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Lessee's use, occupation, management or control of said Senior Center and that it will satisfy, pay and discharge any and all judgments that may be entered against the County in such action or proceeding. Likewise, the County shall indemnify and defend the Lessee and its employees, officers, and agents from all claims, damages, losses, and expenses,

including attorneys fees, caused solely by the County's use, occupation, or management of the Senior Center or any improvements made by the County unless such claims, damages, or losses are caused by the acts of the Lessee, its employees, officers, members or other persons not a party to this Lease acting on/at the Lessee's request. The County agrees that it will, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the Lessee as the sole result of the County's use, occupation or management of said Senior Center and that it will satisfy, pay and discharge any and all judgments that may be entered against the Lessee in such action or proceeding. However, nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

9. **Obligations of the Lessee.** The Lessee shall keep the interior of the building clean and orderly in accordance with any applicable laws, regulations or ordinances. The County reserves the right to perform, or have performed, periodic inspections of the cleanliness and sanitation conditions of the Senior Center. Lessee shall maintain said property in its present condition, ordinary wear and tear excepted. All improvements and any changes made by Lessee to the interior of building shall be at the cost of the Lessee and subject to prior written approval by the County.

The Lessee, at its cost, shall be responsible for all interior and exterior signage it desires and signs which the Lessee desires in order to advertise its programs, excluding parking signs. However, all signage must comply with Americans with Disabilities regulations and must be preapproved by the County. Such signs must be in compliance with any applicable jurisdiction's code or ordinance.

The Lessee shall have control and responsibility for County owned (presently or subsequently installed) equipment and other depreciable property at the Senior Center as described in **Exhibit "C"**. Such property shall be considered a part and portion of the County's property covered in this Lease. None of the County owned property or equipment, if any is present, is to be sold, loaned, rented, used or moved outside of the Senior Center without the written approval of the Parks and Recreation Department Director or designee.

The Lessee 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.

All inspections, maintenance, repair monitoring and costs associated with the security systems shall be the responsibility of the Lessee. The Lessee shall pay the expense of fire alarm monitoring. Lessee understands that the Senior Center must be operated in such a fashion to comply with all federal, state and local all codes in order to operate the Senior Center or otherwise carry out the programs and activities authorized by the Lessee in compliance with this lease.

The Lessee agrees to cooperate with the County in all matters pertaining and relating to the operation of the 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 Lessee events.

10. Obligations of the County. The County shall maintain the building's exterior in good condition. Maintenance and repair of the exterior structure includes rodent and termite control, exterior painting and sealing. The County shall be responsible for the cost and provision of ground maintenance around the exterior of the structure, which will include irrigation system maintenance for the lawn. The County shall mow, edge, and fertilize the lawns; weed and mulch landscapes; trim hedges, shrubs, and small trees; remove dead, damaged or unwanted trees; and water the lawns, landscapes and gardens. The County shall be responsible for costs of the water retention area maintenance for the leased Senior Center so that areas meet requirements of federal, state, and local regulations.

The County shall be responsible for maintenance and repair of the sidewalks and parking lot, including parking signs, parking lot light poles including light bulbs, outside seating, and flagpole.

All inspections, maintenance and repair of the fire alarm and fire sprinkler systems, and fire extinguishers, shall be the responsibility of the County.

The County shall be responsible for any needed repair and/or replacement of the HVAC system and plumbing system.

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

11. Violation of Provisions. Any violation of these provisions will constitute a breach of the conditions of this Lease and may result in the cancellation of same. The County shall notify the Lessee of any violation of the provisions of this Lease in writing. Such notice shall identify the provision which is being violated and how it is being violated. The Lessee shall then have sixty (60) days within which to fix the violation. It is the intent of this provision for the parties to work together cooperatively towards a positive resolution of all issues. However, if the violation is not fixed or addressed in a reasonable fashion to the County's reasonable satisfaction, the County has the right to issue a notice of termination/cancellation effective immediately at the end of the sixty day period. In the event of cancellation or termination of this Lease, Lessee shall remove its personal property from the Senior Center. Any personal property not removed within ninety (90) days from the effective date of termination of the Lease shall be subject to becoming the property of the County.

12. Permitted Activities of the Lessee at the Senior Center. The Senior Center shall be operated to 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. The Lessee shall provide a calendar of events on a quarterly basis subject to approval by the County. The Lessee 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. The Board of Directors of the Lessee 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.

The ongoing operation of the Senior Center will be the responsibility of the Board of Directors of the Lessee in coordination with the County. A representative from the County shall serve as a non-voting member on the Board of Directors. When requested, the Lessee shall provide a list to include names, addresses, and phone numbers of the Executive Committee of the Board of Directors of the Lessee, and additionally shall provide notification of any changes to said officers that may occur in the course of the year.

Revenues may be derived by the Lessee from memberships, fund-raising events, donations, special activities, shared revenues obtained from admission to activities sponsored and operated by other senior organizations, some participation from community-based organizations and for occasional use by other age groups. The County shall have the option to rent out the Senior Center during non-dedicated/usage time. The County shall supply notice fourteen (14) days in advance of said usage and direct costs shall apply.

- 13. Reverter and Right of Re-Entry and Repossession.** In the event the Senior Center is not used or ceases to be used for the public purposes set forth herein, the Lease shall immediately cease and the Senior Center shall revert to the County which shall thereafter have the right to re-enter and repossess the Senior Center.
- 14. ADA Compliance.** The County and Lessee shall conform to current requirements of the Americans with Disabilities Act in the performance of this Lease, 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 cure any known violations of the ADA that may occur.
- 15. Hours of Operation.** For normal operations, the Lessee assures that the Senior Center will be open an average of 35 daytime hours per week with the exception of those weeks which include a holiday or in the event of an emergency. During all hours of operation of the Senior Center by the Lessee or during all hours when the Senior Center is utilized for programs or services sanctioned by the Lessee, the Lessee shall be responsible for any and all damage to the Senior Center, ordinary wear and tear excepted. The Lessee 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 Lessee, or any other groups sanctioned by the Lessee.
- 16. Emergency Services.** 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. The Lessee will be provided as much notice as is practicable dependent on how suddenly the need arises and predictability of how long the need will continue. The County shall not be responsible for the damage, loss of property or income created by the use of the Senior Center by agencies which support the emergency response and recovery such as Red Cross, Federal Emergency Management Agency and others. The County and Lessee shall work directly with such support agencies to recover the cost

of restoration, lost equipment, and supplies used. During the period in which the County or other governmental or non-governmental agency occupies or manages the Senior Center, Lessee occupancy and any duties or obligations hereunder will be suspended. Any maintenance, damage, restoration, or repair necessitated during any suspension of the Lessee's occupancy under this Lease will be the responsibility and the expense of the County occupancy under this Lease will be the responsibility and the expense of the County. Repairs, rehabilitation, restoration or maintenance, the need for which arises as a result of such emergency suspension of the Lessee's occupancy, shall all be diligently completed by the County, at the expense of the County prior to the Lessee reoccupying the Senior Center. 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 Emergency Operations Center, "E.O.C." as an emergency.

17. Lessee's Assignment, Sublease or License for Occupation by Other Persons. Lessee agrees not to assign or sublease the Senior Center, any part thereof, or any right or privilege connected therewith, without first obtaining the County's written consent, which consent the County may withhold in its sole discretion. Consent on one occasion by the County shall not be consent to a subsequent assignment, sublease, or occupation by other persons. Lessee's unauthorized assignment, sublease or license to occupy shall be void, and shall terminate the Lease at the County's option. Lessee's interest in this Lease 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 Lessee from entering into short-term use/rental lease with third parties for up to and including three (3) days (no overnight activities); however, even under such circumstances the Lessee shall remain responsible for each and every of its obligations under this Lease. The Lessee 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 Lease.

18. Alterations, Changes and Additions. No structural changes, alterations or additions shall be made by the Lessee to the Senior Center without the prior written consent of the County. Any such alterations, changes and additions shall remain for the benefit of and become the property of the County.

19. No Use that Increases Insurance Risk. The Lessee 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. Lessee further agrees not to keep at the Senior Center, or permit to be kept, used, or sold thereon, anything prohibited by the policy of fire insurance covering the Senior Center. Lessee shall comply, at its own expense, with all requirements of insurers necessary to keep in force the fire and public liability insurance covering the Senior Center.

20. **Licenses, Permits, and Taxes.** Lessee agrees to secure and maintain all licenses and permits required to operate, including any applicable sales or use tax, which shall be imposed or assessed by any and all governmental authorities, in connection with the business or operation conducted under this Lease, 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 (30) days of the execution of this lease by both parties. If applicable, a Bingo Class "A" License shall be obtained on an annual basis and a copy shall be provided to the County.
21. **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 Lease cannot be changed or terminated orally.
22. **Successors in Interest.** This Lease and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives, and assigns of the parties.
23. **Severability.** If any provision of this Lease 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.
24. **Venue.** Venue for any legal action brought by any party to this Lease to interpret, construe or enforce this Lease shall be in court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.
25. **Attorney's Fees.** In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.
26. **Governing Law.** This Lease shall be deemed to have been executed and entered into within the State of Florida and this Lease, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.
27. **Compliance with Statutes.** It shall be the Lessee's and the County's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, state, and federal agencies as applicable.
28. **Independent Contractor.** Lessee shall perform the services under this Lease as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Lease shall be interpreted or construed to constitute the Lessee or any of its agents or employees to be the agent, employee or representative of the County.
29. **Right to Audit Records.** The Lessee shall prepare an annual financial statement and shall submit same to the Area Manager. In the performance of this Lease, the Lessee shall keep books, records, and accounts of all activities related to this Lease, in compliance with general accounting procedures. Books, records and accounts

related to the performance of this Lease shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the agency for a period of three (3) years after the termination of this Lease. All records or documents created by Lessee or provided to Lessee by the County in connection with the activities or services provided by County under the terms of this Lease, are public records and the Lessee agrees to comply with any request for such public records or documents made in accordance with Chapter 119, Florida Statutes.

30. **Construction of Lease.** The parties hereby acknowledge that they have fully reviewed this Lease and its attachments and have had the opportunity to consult with legal counsel of their choice, and that this Lease shall not be construed against any party as if they were the drafter of this Lease.
31. **Surrender of Premises.** Lessee shall surrender the Senior Center to the County at the end of the Lease term in generally the same condition as when Lessee took possession, allowing for changes and modifications agreed to by the parties over time, reasonable wear and tear, damages by acts of God, including fire and storm. The Lessee shall remove all business signs or symbols placed on the Senior Center by the Lessee before surrendering the Senior Center and restore the portion of the Senior Center on which they were placed in the same condition as before placement. Lessee shall have ninety (90) days notice to surrender.
32. **Partial Destruction of Premises.** Partial destruction of the Senior Center shall not render this Lease void, or terminate it except as herein provided. If the Senior Center is partially destroyed during the term of this Lease, County may endeavor to make repairs, providing the County has the fiscal means to do so, and when such repairs can be made in conformity with local, state, and federal laws and regulations, within ninety (90) days of the partial destruction. If the repairs cannot be so made in ninety (90) days and the County does not elect to make them within a reasonable time, either party hereto has the option to terminate this Lease. If the leased Senior Center is more than one-third destroyed, County or Lessee may at its option terminate this Lease, giving ninety (90) day notice to Lessee.
33. **County's Entry for Inspection and Maintenance.** The County reserves the right to enter the Senior Center at reasonable times to inspect, to perform required maintenance and repair, or to make additions or alteration to any part of the building in which the Senior Center under Lease is located, and Lessee agrees to permit the County to do so. The County may, in connection with such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment without incurring liability to Lessee for disturbance of quiet enjoyment of the Senior Center, or loss of occupation thereof, unless done so in an unreasonable, willful, or negligent manner.
34. **Modifications.** No modification of this Lease shall be binding on the County or the Lessee unless reduced to writing and signed by a duly authorized representative of County and the Lessee.
35. **Notice.** Notice under this Lease shall be given to the County at Brevard County Parks and Recreation: **North Area Parks Operations, 475 North Williams Avenue, Titusville, Florida 32796.** Notice shall be given to

Lessee by mailing written notice, postage prepaid to the President of the **North Brevard Senior Center, Inc., 909 Lane Avenue, Titusville, Florida, 32780**. Notice shall be effective upon receipt or five (5) days from mailing, whichever even occurs first.

36. **Unauthorized Alien Workers.** Brevard County will not intentionally award publicly-funded contracts to any Lessee 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 the Lessee of unauthorized aliens a violation of Section 274A (e) of the INA and such violation shall be grounds for unilateral cancellation of this Lease by the County.
37. **Public Entity Crimes.** A person or affiliate who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on 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 (36) months from the date of being placed on the convicted vendor list.
38. **Termination for Convenience.** Either party may terminate this Lease for their own convenience upon providing thirty (30) 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 up to the date of termination, and any other sums the respective party is otherwise obligated to pay under the terms of this Lease up to the effective date of termination.
39. **Illegal, Unlawful, or Improper Use.** The Lessee shall make no unlawful, improper, immoral, or offensive use of the Leased Senior Center nor will the Lessee use the Leased Senior Center or allow the use of the Leased Senior Center for any purpose other than that hereinabove set forth. Failure of Lessee to comply with this provision shall be considered a material default under this Lease.
40. **Copyright.** No reports, data, programs or other materials produced, in whole or in part, for the benefit and use of the County under this Lease shall be subject to copyright by the Lessee in the United States or any other country.
41. **Music Performance.** The Lessee shall not use, play or perform copyrighted music without appropriate licensing or other permission. The Lessee 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 Lease. The Lessee agrees to indemnify and hold harmless the County from damages for unauthorized use or performance of copyrighted music.

42. Entire Lease. This Lease, together with any Exhibits, constitutes the entire Lease between the County and Lessee and supersedes all prior written or oral understandings. This Lease and any Exhibits may only be amended, supplemented or canceled by a written instrument duly executed by both parties hereto. As of the Effective Date of this Lease, all authority, permission, and right, express or implied, heretofore granted or inferred to be granted by the County to Lessee to operate a Senior Center shall be terminated, and Lessee shall cease operating any Senior Center other than as permitted by this Lease.

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

ATTEST:



Scott Ellis, Clerk of Court

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**



Robin Fisher, Chairman
As approved by the Board on 8/18/2015.

WITNESS:



Rachel Kustora

NORTH BREVARD SENIOR CENTER, INC.



Catherine Simkins, President

Reviewed for Legal Form and Content



Assistant County Attorney

RESOLUTION NO. 2015-131

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, PURSUANT TO SECTION 125.35, FLORIDA STATUTES AND SECTION 2-247 BREVARD COUNTY CODE OF ORDINANCES, AUTHORIZING THE LEASING 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 **NORTH BREVARD SENIOR CENTER, INC.**, a 501(c)(3) tax exempt Not For Profit Corporation organized under the laws of the State of Florida (hereinafter referred to as "Lessee") has applied to the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as "County") to lease a County owned facility which is a part of the County public park known as the **North Brevard Senior Center** (hereinafter referred to as the "Senior Center");

WHEREAS, the Lessee desires to operate and maintain the Senior Center for the benefit and enjoyment of the senior population of Brevard County; and

WHEREAS, the County finds that the Lessee's proposed use of the Senior 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 Senior Center was constructed.

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

1. The North Brevard Senior Center is a County owned facility and was constructed for the purpose of being used as a public senior center.
2. The County has determined that the North Brevard Senior Center is not needed by the County.
3. The Lessee shall operate and maintain the Senior Center for the benefit and enjoyment of the senior population of Brevard County.
4. The Lessee 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.
5. The County shall enter into a lease with the Lessee beginning on the date of the last signature on the Lease Agreement for a term of five (5) years with the option to renew for an additional five (5) year term.
6. The consideration for the conveyance shall be \$250.00 per month.
7. This Resolution shall take effect immediately upon its adoption. No obligation to Lease the Senior Center to the Lessee shall arise until the Lease is executed by both parties.
8. In the event the Lessee fails to comply with the Lease, then the Senior Center shall immediately revert to the County which shall thereafter have the right to reenter and repossess the property.

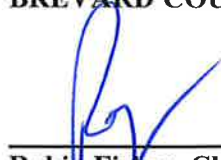
DONE, ORDERED AND ADOPTED this 18th day of August, 2015.

ATTEST:



Scott Ellis, Clerk

**BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA**



Robin Fisher, Chairman

As approved by the Board on 8/18/2015.

EXHIBIT "B"

North Brevard Senior Center

909 Lane Avenue
Titusville, FL 32780



Brevard County Parks and Recreation

2015 Aerial



2725 Judge Fran Jamieson Way
Viera, FL 32940



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

Exhibit "C"

There is no County owned equipment located at the Senior Center.

Please call Melissa X52517 when ready for pick up. Thanks!

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board.

| | |
|---|---|
| 1. Contractor: North Brevard Senior Center, Inc. | |
| 2. Fund/Account #: | 3. Division Name: Parks and Recreation Department – North Area |
| 4. Contract Description: Lease Agreement | |
| 5. Contract Monitor: TBD/Jeff Davis | 6. Mail Stop #: 76 |
| 7. Dept./Office Director: Jack Masson | 8. Class Code: |
| ACTION DATE: <i>Upon Receipt</i> | ACTION REQUIREMENT: <i>Approval Signature</i> |

SECTION II

The following departments must approve all contracts submitted to the Board:

| <u>COUNTY OFFICE</u> | <u>APPROVAL</u> | | <u>INITIALS</u> | <u>DATE</u> |
|----------------------|-----------------|---------------|--------------------|-----------------------|
| | <u>YES</u> | <u>NO</u> | | |
| User Agency | <u>X</u> | <u> </u> | <u>JM & HL</u> | <u>7/24/2015</u> |
| Risk Management | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| County Attorney | <u><i>A</i></u> | <u> </u> | <u><i>MDS</i></u> | <u><i>7/31/15</i></u> |

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: *This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Information Systems Division and the contract will be entered into the contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See BC-20 for additional information.*

Please call Melissa X52517 when ready for pick up. Thanks!

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board.

| | | | |
|---|--|---|-----------------------|
| 1. Contractor: Martin Andersen Senior Center, Inc. | | 3. Division Name: Parks and Recreation Department – South Area | |
| 2. Fund/Account #: | | 6. Mail Stop #: 76 | |
| 4. Contract Description: Lease Agreement | | | |
| 5. Contract Monitor: Denise Hayes | | | 8. Class Code: |
| 7. Dept./Office Director: Jack Masson | | | |
| ACTION DATE: <i>Upon Receipt</i> | | ACTION REQUIREMENT: <i>Approval Signature</i> | |

SECTION II

The following departments must approve all contracts submitted to the Board:

| <u>COUNTY OFFICE</u> | <u>APPROVAL</u> | | <u>INITIALS</u> | <u>DATE</u> |
|----------------------|-----------------|-----------|-----------------|-------------|
| | <u>YES</u> | <u>NO</u> | | |
| User Agency | X _____ | _____ | JM & HL _____ | 7/24/2015 |
| Risk Management | ✓ _____ | _____ | JLS _____ | 7/31/2015 |
| County Attorney | _____ | _____ | _____ | _____ |

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: *This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Information Systems Division and the contract will be entered into the contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See BC-20 for additional information.*

Please call Melissa X52517 when ready for pick up. Thanks!

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board.

| | |
|---|---|
| 1. Contractor: Martin Andersen Senior Center, Inc. | |
| 2. Fund/Account #: | 3. Division Name: Parks and Recreation Department – South Area |
| 4. Contract Description: Lease Agreement | |
| 5. Contract Monitor: Denise Hayes | 6. Mail Stop #: 76 |
| 7. Dept./Office Director: Jack Masson | 8. Class Code: |
| ACTION DATE: <i>Upon Receipt</i> | ACTION REQUIREMENT: <i>Approval Signature</i> |

SECTION II

The following departments must approve all contracts submitted to the Board:

| <u>COUNTY OFFICE</u> | <u>APPROVAL</u> | | <u>INITIALS</u> | <u>DATE</u> |
|----------------------|-----------------|-----------|-----------------|-----------------|
| | <u>YES</u> | <u>NO</u> | | |
| User Agency | X _____ | _____ | JM & HL _____ | 7/24/2015 _____ |
| Risk Management | _____ | _____ | _____ | _____ |
| County Attorney | <u>α</u> _____ | _____ | MDS _____ | 8/3/15 _____ |

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: *This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Information Systems Division and the contract will be entered into the contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See BC-20 for additional information.*

Please call Melissa X52517 when ready for pick up. Thanks!

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board.

| | |
|---|---|
| 1. Contractor: Greater South Brevard Senior Citizen Center, Inc. | |
| 2. Fund/Account #: | 3. Division Name: Parks and Recreation Department – South Area |
| 4. Contract Description: Lease Agreement | |
| 5. Contract Monitor: Carol Gerundo | 6. Mail Stop #: 76 |
| 7. Dept./Office Director: Jack Masson | 8. Class Code: |
| ACTION DATE: <i>Upon Receipt</i> | ACTION REQUIREMENT: <i>Approval Signature</i> |

SECTION II

The following departments must approve all contracts submitted to the Board:

| <u>COUNTY OFFICE</u> | <u>APPROVAL</u> | | <u>INITIALS</u> | <u>DATE</u> |
|----------------------|-----------------|---------------|--------------------|------------------|
| | <u>YES</u> | <u>NO</u> | | |
| User Agency | <u>X</u> | <u> </u> | <u>JM & HL</u> | <u>7/24/2015</u> |
| Risk Management | <u>✓</u> | <u> </u> | <u>JLS</u> | <u>7/31/2015</u> |
| County Attorney | <u> </u> | <u> </u> | <u> </u> | <u> </u> |

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**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

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|---|---|
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| 2. Fund/Account #: | 3. Division Name: Parks and Recreation Department – South Area |
| 4. Contract Description: Lease Agreement | |
| 5. Contract Monitor: Carol Gerundo | 6. Mail Stop #: 76 |
| 7. Dept./Office Director: Jack Masson | 8. Class Code: |
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SECTION II

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| <u>COUNTY OFFICE</u> | <u>APPROVAL</u> | | <u>INITIALS</u> | <u>DATE</u> |
|----------------------|---------------------|---------------|-----------------------|-------------------|
| | <u>YES</u> | <u>NO</u> | | |
| User Agency | <u>X</u> | <u> </u> | <u>JM & HL</u> | <u>7/24/2015</u> |
| Risk Management | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| County Attorney | <u> <i>α</i> </u> | <u> </u> | <u> <i>MDS</i> </u> | <u> 8/3/15 </u> |

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**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board.

| | |
|--|---|
| 1. Contractor: Wickham Park Senior Center Association, Inc. | |
| 2. Fund/Account #: | 3. Division Name: Parks and Recreation Department – South Area |
| 4. Contract Description: Lease Agreement | |
| 5. Contract Monitor: Carol Gerundo | 6. Mail Stop #: 76 |
| 7. Dept./Office Director: Jack Masson | 8. Class Code: |
| ACTION DATE: Upon Receipt | ACTION REQUIREMENT: Approval Signature |

SECTION II

The following departments must approve all contracts submitted to the Board:

| <u>COUNTY OFFICE</u> | <u>APPROVAL</u> | | <u>INITIALS</u> | <u>DATE</u> |
|----------------------|-----------------|---------------|--------------------|------------------|
| | <u>YES</u> | <u>NO</u> | | |
| User Agency | <u>X</u> | <u> </u> | <u>JM & HL</u> | <u>7/24/2015</u> |
| Risk Management | <u>✓</u> | <u> </u> | <u>JLJ</u> | <u>7/31/2015</u> |
| County Attorney | <u> </u> | <u> </u> | <u> </u> | <u> </u> |

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| <u>COUNTY OFFICE</u> | <u>APPROVAL</u> | | <u>INITIALS</u> | <u>DATE</u> |
|----------------------|---------------------------|---------------|---------------------------|----------------------|
| | <u>YES</u> | <u>NO</u> | | |
| User Agency | <u>X</u> | <u> </u> | <u>JM & HL</u> | <u>7/24/2015</u> |
| Risk Management | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| County Attorney | <u><i>[Signature]</i></u> | <u> </u> | <u><i>[Signature]</i></u> | <u><i>8/3/15</i></u> |

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