



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.11.

1/25/2022

Subject:

Approval, Re: Resolution and Lease with the Community Services Council of Brevard County, Inc. (Districts 1, 2 and 3)

Fiscal Impact:

Normal daily rental for a kitchen and small room for non-profits at a Community Center is \$192.33, the Community Services Council will not be assessed a charge, in continuation with the previous Seniors at Lunch agreement

Dept/Office:

Parks and Recreation

Requested Action:

It is requested the Board of County Commissioners approve and authorize the Chair to execute the Resolution and Lease with the Community Services Council of Brevard County, Inc. for utilization of the kitchens and lunch rooms at Cuyler Park in Mims, Port St. John Community Center in Port St. John, Cocoa West Recreation Complex in Cocoa, Woody Simpson Park in Merritt Island, Joe Lee Smith Park in Cocoa and the South Mainland Community Center in Micco.

It is further requested the Board approve and authorize the Parks and Recreation Department Director to execute renewals and amendments upon County Attorney and Risk Management approval.

Summary Explanation and Background:

The Community Services Council of Brevard County, Inc. (a Not-for-Profit corporation) has partnered with the Parks and Recreation Department for approximately eleven years to provide nutritional lunches, programs and activities for seniors in Brevard County through the Seniors at Lunch Program.

The Seniors at Lunch Program is offered county-wide at Cuyler Park in Mims, Port St. John Community Center in Port St. John, Cocoa West Recreation Complex in Cocoa, Woody Simpson Park in Merritt Island, Joe Lee Smith Park in Cocoa and the South Mainland Community Center in Micco. The Joe Lee Smith site will replace the Martin Anderson Senior Center as a location.

The Seniors at Lunch Program provides hot meals and activities to Seniors sixty years and older. Participants enjoy food, friendship and various activities. Examples of activities include games, low impact exercise classes, caregiver support groups, and general educational programs. Bus transportation is provided by the Community Services Council.

The term of the Lease is for two years with the option to renew for an additional two years and a subsequent one-year term. Rent is established at one dollar per year.

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 last five days prior to the public meeting and also requires a supermajority vote of the Board.

Clerk to the Board Instructions:

E-mail Melissa Renninger at Melissa.renninger@brevardfl.gov <mailto:Melissa.renninger@brevardfl.gov> or call 321-350-9125 when contract is ready for pick up.



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

Telephone: (321) 637-2001

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Kimberly.Powell@brevardclerk.us

January 26, 2022

M E M O R A N D U M

TO: Mary Ellen Donner, Parks and Recreation Director

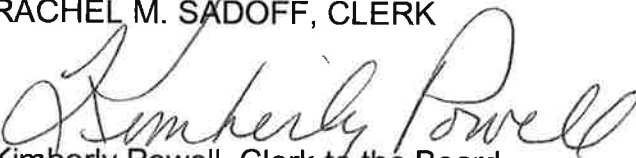
RE: Item F.11., Resolution and Lease with the Community Services Council of Brevard County, Inc.

The Board of County Commissioners, in regular session on January 25, 2022, executed and adopted Resolution No. 22-003, authorizing the lease of real property to a not-for-profit corporation organized under the laws of the State; and executed and approved the Lease with the Community Services Council of Brevard County, Inc., for utilization of the kitchens and the lunch rooms at Cuyler Park, Mims, Port St. John Community Center, Port St. John, Cocoa West Recreation Complex, Cocoa, Woody Simpson Park, Merritt Island, Joe Lee Smith Park, Cocoa, and South Mainland Community Center, Micco. Enclosed are fully-executed Resolution and fully-executed Lease.

Your continued cooperation is greatly appreciated.

Sincerely,

**BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK**


Kimberly Powell, Clerk to the Board

/ds

Encls. (2)

cc: Contracts Administration
Finance
Budget



Brevard County
Parks and Recreation Department



Lease

Community Services Council of Brevard County, Inc.

Cuyler Park

2329 Harry T. Moore Avenue, Mims, Florida 32754

Port St. John Community Center

6650 Corto Road, Port St. John, Florida 32927

Cocoa West Recreation Complex

230 South Burnett Road, Cocoa, Florida 32926

Woody Simpson Park

1590 Schoolhouse Street, Merritt Island, Florida 32953

Joe Lee Smith Park

415 Stone Street, Cocoa, Florida 32922

South Mainland Community Center

3700 Allen Avenue, Micco, Florida 32976

Effective January 25, 2022

Table of Contents

Section 1. Leased Property.....	5
Section 2. Term.....	5
Section 3. Rent.....	5
Section 4. Administration.	5
Section 5. Alterations, Changes and Additions.	5
Section 6. Americans with Disabilities Act Compliance.....	6
Section 7. Attorney's Fees.	6
Section 8. Background Investigation Check.....	6
Section 9. Business Interruption.....	7
Section 10. Construction of Contract.....	7
Section 11. Copyright.....	7
Section 12. Covenants against Assignment.....	7
Section 13. Dissolution.....	8
Section 14. Emergencies.	8
Section 15. Entire Contract.	8
Section 16. E-Verify.	9
Section 17. Fees and Charges.....	9
Section 18. Florida Public Records Law.....	9
Section 19. Force Majeure.	10
Section 20. Governing Law.	10
Section 21. Illegal, Unlawful, or Improper Use.	10
Section 22. Indemnification and Insurance.	11
Section 23. Independent Contractor.....	12

Section 24. Licenses, Permits, and Taxes	12
Section 25. Modification	13
Section 26. Music Performance	13
Section 27. No Waiver of Covenants or Conditions	13
Section 28. Notice	13
Section 29. Obligations of the Tenant	13
Section 30. Obligations of the County	14
Section 31. Partial Destruction of Premises	14
Section 32. Public Entity Crimes	14
Section 33. Representation by the Tenant	14
Section 34. Reverter and Right of Re-Entry and Repossession	15
Section 35. Right of Entry by County	15
Section 36. Right to Audit Records	15
Section 37. Severability	15
Section 38. Statutes, Laws, Rules and Regulations	15
Section 39. Successors in Interest	16
Section 40. Surrender of Premises	16
Section 41. Termination for Convenience	16
Section 42. Unauthorized Alien Workers	16
Section 43. Venue	16
Signature Page	17
Exhibit "A"	18
Exhibit "B"	20



Lease



This Contract, made by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **Community Services Council of Brevard County, Inc.**, a Florida not for profit corporation, hereinafter referred to as "Tenant".

W i t n e s s e t h

Whereas, the County owns Property and public parks commonly known as **Cuyler Park**, 2329 Harry T. Moore Avenue, Mims, Florida 32754; **Port St. John Community Center**, 6650 Corto Road, Port St. John, Florida 32927; **Cocoa West Recreation Complex**, 230 South Burnett Road, Cocoa, Florida 32926; **Woody Simpson Park**, 1590 Schoolhouse Street, Merritt Island, Florida 32953; **Joe Lee Smith Park**, 415 Stone Street, Cocoa, Florida 32922; **South Mainland Community Center**, 3700 Allen Avenue, Micco, Florida 32976 (hereinafter referred to as "Parks"); and

Whereas, the Tenant desires to lease a portion of the Parks, commonly known as the kitchens and lunch rooms; and

Whereas, the County may provide Parks, preserves, playgrounds, recreation areas, and other recreation facilities and programs pursuant to Section 125.01(1)(f), Florida Statutes; and

Whereas, the Tenant has an interest in providing community 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; and

Whereas, the County has an interest in allowing programs and services to be provided to the citizens of the County; and

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 local government, and are compatible with the County purposes for the which the Property was constructed.

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

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

Section 1. Leased Property.

The County hereby leases to the Tenant and the Tenant hereby leases from the County the kitchens and lunch rooms located at the Parks. The Property includes all improvements to the leased real property, whether constructed before or after the date of the Contract, and all fixtures, furniture, equipment and supplies, if any, placed on the leased property by the County. The Tenant shall have license to use the kitchens and lunch rooms 11:00 a.m. through 1:00 p.m. Monday through Friday. The Tenant is hereby authorized to use said property for the purpose of providing programs and activities for the senior population. Activities and programs outside of the designated time shall be requested in writing at least seven days in advance and approved by the Parks Area Operations Manager.

Section 2. Term.

This Contract shall be effective from January 25, 2022 for a period of two years. It is hereby mutually agreed and understood that the Tenant may request renewal of this Contract for an additional two-year term and a subsequent one-year term by submitting written request of intent to renew at least ninety days prior to the date of termination of the current term. Payments may be renegotiated on a yearly basis. The Tenant agrees it shall not be entitled to the renewal and agrees it shall not be entitled to any monies or damages should the Parks & Recreation Department Director (hereinafter referred to as "Director") decide not to renew this Contract.

Section 3. Rent.

Tenant shall pay to the County the amount of **One Dollar** per year plus any applicable sales tax as rent for the use and occupancy of the Property. Payments shall be made by the tenth day of February per year for the term of this Contract. Payments shall be submitted directly to North Area Parks Operations, 475 North Williams Avenue, Titusville, Florida 32796.

Section 4. Administration.

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

Section 5. Alterations, Changes and Additions.

Any improvements, structural changes, alterations, or repairs, to the Property by the Tenant, must be requested in writing to the County, and mutually agreed upon by the County and the

Tenant, with written permission granted by the Director prior to any actual work. Said request shall state the party responsible for funding such improvements. The plans, specifications, and location for all improvements, structures, landscaping, and facilities made by the Tenant to the Property shall be submitted in writing to and approved by the Director prior to the construction or installation of such improvement, structure, landscaping or facility. It is hereby mutually agreed and understood that any building, structure, or facility located thereon and permanently attached thereto shall become the property of the County. If the Property requires closure for an extended period of time, it shall be requested by the Tenant at least thirty days in advance.

Section 6. Americans with Disabilities Act Compliance.

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

Section 7. Attorney's Fees.

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

Section 8. Background Investigation Check.

The Tenant and any employees, contractors, subcontractors, agents, representatives and volunteers and other persons providing services at the Property shall be screened at a High Level (Level One). The Tenant shall be responsible for, and pay the cost of, having background screening checks performed on all of the Tenant's employees, contractors, subcontractors, agents, representatives and volunteers.

The Tenant shall not allow any employees, contractors, subcontractors, agents, representatives or volunteers to work unsupervised with at risk populations prior to such person successfully completing a High Level (Level One) background screening.

The Director may deny the Tenant and/or deny the Tenant the ability to utilize a staff member, volunteer or any other person providing a service at the Property based on the results of the background screening, at the Director's discretion. The Director shall abide by Brevard County's policy on background screening in determining if a person shall be disqualified from working/volunteering at the Property.

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

High Level (Level One) Background screening includes the following:

- A. Brevard County Clerk of Courts, Brevard Electronic Court Application

- B. Fingerprinting (Florida Department of Law Enforcement and National Federal Bureau of Investigations Criminal check through Volunteer & Employee Criminal History System)
- C. Department of Juvenile Justice check on individuals under the age of 18 when applicable and allowed in lieu of fingerprinting
- D. National Sex Offender Public Website
- E. Reference Checks
- F. Prior employment check
- G. Education/Licensing verification (case-by-case)
- H. Driver's license check (case-by-case)
- I. Drug Testing (case-by-case)

Section 9. Business Interruption.

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

Section 10. Construction of Contract.

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

Section 11. Copyright.

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

Section 12. Covenants against Assignment.

Tenant shall not assign the Property, 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 be construed as a subsequent consent to assignment, or occupation by other persons. The Tenant's unauthorized assignment or license to occupy shall be void, and shall terminate the Contract at the County's option. Tenant's interest in this Contract is not assignable by operation of law, nor is any assignment of its interest herein, without the County's written consent.

Section 13. Dissolution.

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

Section 14. Emergencies.

In the case of a general emergency as declared by the County, the County retains the right to immediately resume occupation, management, and maintenance of the Property, 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. Tenant will be provided as much notice as is practicable depending on how suddenly the need arises and shall be provided an estimate of how long the need will continue. The County shall not be responsible for any damages, including but not limited to, loss of property or income created by the use of the Property by agencies which support the emergency response and recovery such as the Red Cross, Federal Emergency Management Agency and others. The County and Tenant 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 Property, Tenant's occupancy and any duties or obligations hereunder will be suspended. Any maintenance, damage, restoration, or repair to the Property necessitated during any suspension of Tenant's occupancy under this Contract will be the responsibility of and at the expense of the County. Repairs, rehabilitation, restoration or maintenance, the need for which arises as a result of such emergency suspension of Tenant's occupancy, shall all be diligently completed by the County, at the expense of the County, prior to Tenant reoccupying the Property. As used herein, an "emergency" will be defined as a period of civil unrest or riot, a period during which the military needs the Property 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 Property, is needed for public shelter, distribution of emergency supplies such as food or water, or other related event, or any other circumstance designated by the Brevard County Emergency Operations Center, as an emergency.

Section 15. Entire Contract.

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

Section 16. E-Verify.

- A)** In accordance with Chapter 448.095, Florida Statutes, the Tenant shall register and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Tenant during the term of this Contract; and
- B)** The Tenant shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract; and
- C)** The Tenant agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Tenant's enrollment in the program. This includes maintaining a copy of proof of the Tenant's and subcontractors' enrollment in the E-Verify Program.
- D)** Compliance with the terms of this section is made an express condition of this Contract and the County may treat a failure to comply as a material breach of this Contract.
- E)** A Tenant who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E verify program, the Tenant hires or employs a person who is not eligible for employment.
- F)** Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

Section 17. Fees and Charges.

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

Section 18. Florida Public Records Law.

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

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

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

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

Section 19. Force Majeure.

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

Section 20. Governing Law.

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

Section 21. Illegal, Unlawful, or Improper Use.

The Tenant shall make no unlawful, improper, immoral, or offensive use of the Property nor will the Tenant use the Property or allow the use of the Property for any purpose other than that herein above set forth. Failure of the Tenant to comply with this provision shall be considered a material breach of this Contract and shall result in the immediate termination of this Contract by the County, where upon the County shall be entitled to immediately require Tenant to remove the temporary concession vehicle and the County shall be entitled to re-enter and retake possession of the Property.

Section 22. Indemnification and Insurance.

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

B) Tenant shall not use the Property in any manner, even in its use for the purposes for which the Property is leased, that will increase the risk covered by insurance on the building where the Property is located, so as to increase the rate of insurance on the Property or to cause cancellation to any insurance policy covering the building. Tenant further agrees not to keep at the Property, or permit to be kept, used, or sold thereon, anything prohibited by the policy of fire insurance covering the Property. Tenant shall comply, at its own expense, with all requirements of insurers necessary to keep in force the fire and public liability insurance covering the Facility.

C) The Tenant shall ensure that each participant, employee, volunteer and other persons utilizing the Tenant's services and programs executes the Brevard County Parks Recreation Department Risk Acknowledgement Indemnification and Hold Harmless form (hereinafter "Participant Covid-19 Form") for each participant (attached hereto and incorporated by reference into this Contract as Exhibit "B"). The Tenant shall maintain all Participant Covid-19 Forms pursuant to the requirements of Section 18 and Section 36 of this Contract. Failure to comply with any requirements of this section may result in the termination of this Contract pursuant to Section 41 hereinbelow.

D) The Tenant agrees to provide and maintain at all times during the term of this Contract, without cost or expense to the County, policies of insurance generally known as comprehensive general liability policies insuring the Tenant against any and all claims, demands, and causes of action whatsoever for injuries received and damage to property and any improvements thereon by the Tenant. Such policies of insurance shall insure the Tenant in the amount of not less than:

1. **Comprehensive General Liability** in the amount of **One Million Dollars per occurrence** to cover any and all claims and costs arising in connection with any and all liability claims arising in connection with any particular accident or occurrence.
2. **Fire Damage Liability coverage in the amount of One Hundred Thousand Dollars.**

3. **Sexual Abuse and Molestation Insurance** in the amount of **One Million Dollars**.

4. The Tenant shall maintain Workers' Compensation Insurance in accordance with Florida Statute.

E) Said insurance policies shall provide that the Brevard County Board of County Commissioners is named as an additional insured and shall be entitled to thirty-day prior notice of any changes or cancellation in said policies.

F) The Tenant shall notify the County immediately in writing and by phone or email of any potentially hazardous condition existing on or about the premises utilized in conjunction of said activities.

G) All personal property housed or placed at the Property shall be at the risk of the Tenant, whether owned by the County or the Tenant, and the County shall not be liable for any loss or damage to the personal property of the Tenant or others located thereon for any cause whatsoever. The Tenant agrees and understands that the County does not and shall not carry liability, theft or fire insurance on said property to cover the Tenant's interest therein.

H) The Tenant shall provide the described insurance on policies and with insurers acceptable to the County. These insurance requirements shall not relieve or limit the liability of the Tenant. The County does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Tenant's interests or liabilities, but are merely minimums. A certificate of insurance indicating that the Tenant has coverage in accordance with the requirements of this Contract shall be furnished by the Tenant to North Area Parks Operations, 475 North Williams Avenue, Titusville, Florida 32796 prior to execution of this contract.

Section 23. Independent Contractor.

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

Section 24. Licenses, Permits, and Taxes.

Tenant agrees to secure and maintain all licenses and permits required to operate and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, in connection with the business or operation conducted under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules. Any such licenses and permits shall be maintained and

posted if required, at appropriate places at the Property within thirty days of the execution of this Contract.

Section 25. Modification.

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

Section 26. Music Performance.

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

Section 27. No Waiver of Covenants or Conditions.

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

Section 28. Notice.

Notice under this Contract shall be given to the County by mailing written notice postage prepaid, to the Brevard County Parks and Recreation Department, North Area Parks Operations, 475 North Williams Avenue, Titusville, Florida 32796; and notice shall be given to the Tenant by mailing written notice, postage prepaid, Community Services Council of Brevard County, Inc., Joshua Jensen, President, 3600 West King Street, Cocoa, Florida 32926.

Section 29. Obligations of the Tenant.

- A)** Tenant shall provide and administer adequate personnel to supervise and manage all activities sponsored or sanctioned by Tenant.
- B)** Tenant shall be solely responsible for the proper safety, training and equipping of all participants.
- C)** Tenant is solely responsible for the service, quality, and sanitary conditions under which food is served.
- D)** Tenant shall keep the kitchens and lunch rooms clean, sanitary, free of litter, rubbish or any obstacles that generated by the Tenant.
- E)** Tenant shall promptly notify the County of the necessity of any and all maintenance and/or repairs needed to the interior or exterior of the Parks.

F) Tenant shall secure all equipment used for its program at the end of each scheduled use. Equipment and supplies shall be stored in a manner approved by the County.

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

H) Tenant may request any person violating any applicable law, rule or regulation to leave the Property. If a patron remains in the Property after such request the Tenant shall immediately notify local law enforcement.

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

J) Tenant shall cooperate fully with County officials in all matters relating to the Property.

Section 30. Obligations of the County.

County shall provide tables and chairs.

Section 31. Partial Destruction of Premises.

Partial destruction of the Property shall not render this Contract void, or terminate it except as herein provided. If the Property is partially destroyed during the term of this Contract, County may endeavor to make repairs, providing the County has the fiscal means to do so, and when such repairs can be made in conformity with local, state, and federal laws and regulations, within ninety days of the partial destruction. If the repairs cannot be so made in ninety days and the County does not elect to make them within a reasonable time, either party hereto has the option to terminate this Contract. If the Property is more than one-third destroyed, County or Tenant may at its option terminate this Contract, giving ninety-day notice to the other party.

Section 32. Public Entity Crimes.

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

Section 33. Representation by the Tenant.

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

Section 34. Reverter and Right of Re-Entry and Repossession.

Notwithstanding any provision of this Contract to the contrary, in the event the Property is not used or ceases to be used for the public purposes set forth herein, the Contract shall immediately cease and the Property shall revert to the County which shall thereafter have the right to re-enter and repossess the Property.

Section 35. Right of Entry by County.

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

Section 36. Right to Audit Records.

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

The Tenant shall ensure the public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract and following termination of the Contract if the Tenant does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Contract, the Tenant may transfer at no cost to the County, all public records in possession of the Tenant. If the Tenant transfers all public records to the County upon termination of the Contract, the Tenant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

Section 37. Severability.

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

Section 38. Statutes, Laws, Rules and Regulations.

The Tenant's use of the Property will be in accordance with applicable laws, rules, regulations, policies and procedures approved by the Department and/or the County. The County reserves

the right to disapprove any and all activities held at the Property, which may be in conflict with the Department's and/or the County's Policies and Administrative Orders, and agrees to furnish the Tenant with a copy of such rules, regulations, policies, procedures, and amendments thereto.

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

Section 39. Successors in Interest.

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

Section 40. Surrender of Premises.

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

Section 41. Termination for Convenience.

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

Section 42. Unauthorized Alien Workers.

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

Section 43. Venue.

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

(remainder of page left intentionally blank)

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

Attest:

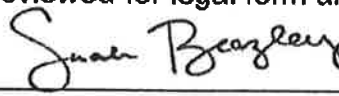

Rachel M. Sadoff, Clerk of the Court

Board of County Commissioners
of Brevard County, Florida

By: 
Kristine Zonka, Chair

As Approved by the Board on January 25, 2022

Reviewed for legal form and content:

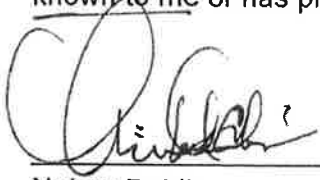

Sarah Beazley
Assistant County Attorney

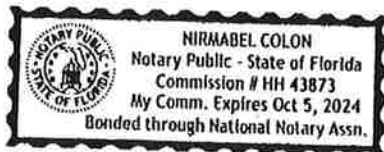
Community Services Council of
Brevard County, Inc.:

By: 
Joshua Jensen, President

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical ^{aq} presence or ☐ online notarization on this 27th day of January 2022 by Joshua Jensen, President of Community Services Council of Brevard County, Inc. ~~She~~ ^{he} is personally known to me or has produced as identification. ^{aq}


Notary Public




Typed/Printed Name

Exhibit "A"

Resolution Number 2022- 003

A Resolution of the Board of County Commissioners of Brevard County, Florida, Pursuant to Section 125.35, Florida Statutes and Section 2-247 of the Brevard County Code of Ordinances, authorizing the lease of real property to a Not for Profit Corporation organized under the laws of the State of Florida; and proving for an effective date.

Whereas, Community Services Council of Brevard County, Inc. a 501(c)(3) tax exempt Not For Profit Corporation organized under the laws of the State of Florida (hereinafter referred to as "Tenant") 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 the kitchens and lunch rooms of the County public Property known as **Cuyler Park, Port St. John Community Center, Cocoa West Recreation Complex, Woody Simpson Park, Joe Lee Smith Park, South Mainland Community Center**, (hereinafter referred to as "Parks");

Whereas, the Tenant has an interest in providing community 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; and

Whereas, the County finds that the Tenant's proposed use of the Parks 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 Property was constructed.

Now, Therefore, Be it Resolved by the Board of County Commissioners of Brevard County, Florida, that:

1. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.
2. Cuyler Park, Port St. John Community Center, Cocoa West Recreation Complex, Woody Simpson Park, Joe Lee Smith Park, South Mainland Community Center, are County owned Property and were constructed for the purpose of public programs and services.
3. The County has determined that this portion of the Parks is not needed by the County.
4. The Tenant shall provide senior lunches and activities.

5. The County shall enter into a lease with the Tenant beginning on the date of the Board approval of the Lease for a term of two years with the option to renew for an additional two-year term and a subsequent renewal for an additional one-year term.
6. The consideration for the lease shall be \$1.00 per year.
7. This Resolution shall take effect immediately upon its adoption. No obligation to Lease the Property to the Tenant shall arise until the Lease is executed by both parties.
8. In the event the Tenant fails to comply with the Lease, then the Property shall immediately revert to the County which shall thereafter have the right to reenter and repossess the property.

Done, Ordered, and Adopted this 25th day of January, 2022.

Attest:

**Board of County Commissioner
of Brevard County, Florida**



Rachel M. Sadoff, Clerk



By: _____
Kristine Zonka, Chair

As approved by the Board on 1/25/2022.

Exhibit "B"

Community Services Council of Brevard County, Inc.

Risk Acknowledgment Indemnification and Hold Harmless (Adult)

The novel coronavirus, Covid-19, has been declared a worldwide pandemic by the World Health Organization. Covid-19 is extremely contagious and is believed to spread mainly from person-to-person contact. This is a community exposure and the Brevard County Parks and Recreation Department is taking all reasonable preventative measures in order to reduce the spread of Covid-19. However, the Brevard County Parks and Recreation Department cannot guarantee that the below-named participant, your family or yourself will not become infected with Covid-19.

By signing this Risk Acknowledgment Indemnification and Hold Harmless Form, I, _____ (hereinafter "named participant"), hereby acknowledge the contagious nature of Covid-19 and voluntarily assume the risk that the named participant, my family or myself may be exposed to and/or become infected by Covid-19 by participating in the above-referenced Program and that such exposure or infection may result in personal injury, illness, permanent disability and/or death. I understand that the risk of becoming exposed to and/or infected by Covid-19 by participating in the activity Program may result from the actions, omissions, or negligence of myself and others, including but not limited to Brevard County Parks and Recreation Department employees, volunteers and other individuals. I voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury, illness and/or death to the named participant, my family or myself. On behalf of the named participant, I consent and agree to comply with all preventative measures required by the Program including, but not limited to temperature checks, required masks, and hand washing. I understand that failure of the named participant to comply with any requests from the Community Services Council of Brevard County, Inc. in relation to any preventative measures may result in the named participant's expulsion from the Program.

On behalf of the named participant, my family or myself, I hereby release, covenant not to sue, discharge, indemnify and hold harmless Brevard County, Florida, the Brevard County Parks and Recreation Department, its officers, employees, representatives, agents and assigns, of and from any and all claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating to the named participant's participation in the Program.

I represent and warrant that I have carefully read and fully understand all of the provisions of this Risk Acknowledgment Indemnification and Hold Harmless Form.

Participant Signature & Date: _____

Participant Printed Name: _____

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Community Services Council of Brevard County, Inc.		2. Amount: \$1/year	
3. Fund/Account #: 1010/250020		4. Department Name: Parks & Recreation	
5. Contract Description: Lease of kitchens & lunch rooms @ Cuyler, PSJ CC, Cocoa West, Woody Simpson, Joe Lee Smith, South Mainland			
6. Contract Monitor: Melissa Renninger		8. Contract Type: LEASE/RENTALS	
7. Dept/Office Director: Mary Ellen Donner			
9. Type of Procurement: Other			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☒
☐

Purchasing

☐
☐

Risk Management

☐
☐

County Attorney

☐
☐

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☒
☐

Renninger, Melissa Digitally signed by Renninger, Melissa
Date: 2021.12.09 11:28:23 -05'00'

Purchasing

☐
☐

Risk Management

☐
☐

County Attorney

☒
☐

Scott Beazley 12/10/21

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

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6. Contract Monitor: Melissa Renninger		8. Contract Type: LEASE/RENTALS
7. Dept/Office Director: Mary Ellen Donner		
9. Type of Procurement: Other		

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

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

SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Renninger, Melissa <small>Digitally signed by Renninger, Melissa Date: 2021.12.09 11:28:23 -05'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2021.12.14 10:09:13 -05'00'</small>
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

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SECTION II - REVIEW AND APPROVAL TO ADVERTISE

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

SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Renninger, Melissa <small>Digitally signed by Renninger, Melissa Date: 2021.12.09 11:28:23 -05'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Darling, Steven <small>Digitally signed by Darling, Steven Date: 2021.12.15 08:17:52 -05'00'</small>
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

Public Notice
Brevard County Board of County Commissioners

As provided in Brevard County Code Section 2-249, notice is hereby given that the Board of County Commissioners will hold a public meeting at 9:00 a.m. on January 25, 2022 at the Brevard County Government Center Board Room, Building C, 2725 Judge Fran Jamieson Way, Viera, Florida. At the meeting the Board will consider Resolution and Lease with Community Services Council of Brevard County, Inc. for the leasing of the kitchens and lunch rooms at Cuyler Park, Mims; Port St. John Community Center, Port St. John; Cocoa West Recreation Complex, Cocoa; Woody Simpson Park, Merritt Island; Joe Lee Smith Park, Cocoa; and South Mainland Community Center, Micco. Any person objecting to the Lease may submit written objections to the county manager's office or may appear and speak in objection at the meeting. Additional information may be obtained by contacting Mary Ellen Donner, Parks and Recreation Department Director at (321) 633-2046.

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

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