



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Development and Environmental Services Group

J.1.

3/11/2025

Subject:

Direction Re: County Property Located at 2605 Flake Road, Titusville and Termination of Lease Agreement with Furever Home Animal Rescue, Inc. - District 1

Fiscal Impact:

No cost associated with the Termination of the Lease Agreement. The Board's direction will determine the Fiscal Impact regarding the County property.

Dept/Office:

Public Works Department/Facilities

Requested Action:

It is requested that the Board of County Commissioners 1) approve and authorize the Chairman to execute the Termination of Lease Agreement with Furever Home Animal Rescue, Inc.; 2) direct staff on options pertaining to the County property; and 3) authorize the County Manager to approve any necessary changes to include Budget Change Requests associated with this action.

Summary Explanation and Background:

On May 5, 2020, the County and Furever Home Animal Rescue, Inc. (tenant) entered into a lease agreement for the County property located at 2605 Flake Road, Titusville. Per the lease agreement, the tenant was to operate an animal shelter on the premises. According to the lease, the tenant proposed to improve the facility to meet code requirements within one year of execution of the lease. In addition, the tenant was to begin exterior improvements and maintenance immediately upon execution of the lease. The tenant was to complete all exterior repairs, including roof and soffit repairs, screen replacement, gate and fence repair, repainting, and all other exterior improvements within ninety days of County approval.

On February 5, 2025, the City of Titusville issued a notice of violation in response to a complaint received by their Code Enforcement Department and gave the County until March 4, 2025, to make all necessary repairs that the tenant had failed to complete per the lease. On February 17, 2025, the tenant indicated they no longer wished to use the property as an animal shelter and agreed this effectively resulted in the termination of the lease. The Termination of Lease Agreement outlines the terms and conditions. In accordance with Administrative Order 29, the Termination of Lease Agreement has been reviewed and approved by the County Attorney's Office, Risk Management, and Purchasing Services.

The County Attorney's Office is coordinating with the City Attorney to request a time extension given the extent of the issues so that staff may obtain Board direction. The City seems willing to work with the County as long as we diligently address the blighted condition. Given the City's notice of violation and the effective lease termination, staff seeks Board direction on the County property as outlined below.

Option 1 - The County renovates the property

- Repairs will be needed to meet the Florida Building Code, Life and Safety regulations for human occupancy, and Life and Safety regulations for an animal care facility, if applicable.
- The estimated cost to address the notice of violation is \$135,000, and the renovation is expected to take 12 months. The estimated cost to meet regulations for an Animal Care Facility is \$275,000, and the renovation is expected to take 18 months. An estimated additional \$100,000 is needed for either option to clean, disinfect, replace interior surfaces and furnishings, and/or paint the inside of the facility given the abhorrent odor. The funding source would need to be identified by the Board.
- The property could then be utilized by the County, leased, surplus, or donated.

Option 2 - Lease the property, in its current condition, to a nonprofit entity to operate an animal care facility.

- The new tenant would be fully responsible for making the necessary repairs/renovations at their own cost to meet the Florida Building Code, Life and Safety regulations for human occupancy, and Life and Safety regulations for an animal care facility, as applicable, as well as to address the abhorrent odor.
- County oversight would be a condition of the new lease agreement to ensure the repairs/renovations are made.

Option 3 - Surplus the property in its current condition.**Option 4 - Demolish the facility.**

- The estimated cost is \$90,000 for demolition of the existing facility, removal, and re-seeding of the site and is expected to take six months.
- The property could then be utilized by the County, leased, or surplus.
- The property's value is approximately \$135,000.

Option 5 - Other direction as provided by the Board.**Clerk to the Board Instructions:**

Please return the fully executed Termination of the Lease Agreement to the Public Works Department.



March 12, 2025

M E M O R A N D U M

TO: Marc Bernath, Public Works Director

RE: Item J.1., Direction for County Property Located at 2605 Flake Road, Titusville and Termination of Lease Agreement with Furever Home Animal Rescue, Inc.

The Board of County Commissioners, in regular session on March 11, 2025, discussed the termination of lease agreement with Furever Home Animal Rescue, Inc., but took no action; and discussed options pertaining to the County property, located at 2605 Flake Road, but took no action.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

A handwritten signature in cursive script, reading "Kimberly Powell".

Kimberly Powell, Clerk to the Board

/ds

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Furever Home Animal Rescue, Inc.		2. Amount: 0.00	
3. Fund/Account #: N/A		4. Department Name: Public Works	
5. Contract Description: Termination of Lease			
6. Contract Monitor: Sandra Blanton		8. Contract Type:	
7. Dept/Office Director: Marc Bernath		LEASE/RENTALS	
9. Type of Procurement: Other			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

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

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Scott, Jeanette <small>Digitally signed by Scott, Jeanette Date: 2025.02.28 08:59:13 -05'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wilson, Shannon <small>Digitally signed by Wilson, Shannon Date: 2025.02.28 12:33:55 -05'00'</small>

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"/>

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Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<div style="display: flex; justify-content: space-between;"> Jones, Julie <small>Digitally signed by Jones, Julie Date: 2025.03.04 15:10:57 -05'00'</small> </div>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<div style="display: flex; justify-content: space-between;"> Wilson, Shannon <small>Digitally signed by Wilson, Shannon Date: 2025.02.28 12:33:55 -05'00'</small> </div>

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Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<div style="display: flex; justify-content: space-between;"> Wall, Katherine <small>Digitally signed by Wall, Katherine Date: 2025.02.28 14:36:43 -05'00'</small> </div>
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

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TERMINATION OF LEASE AGREEMENT

THIS TERMINATION OF THE LEASE AGREEMENT is made and entered into this 17th day of February 2025, by and between the Brevard County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and FUREVER HOME ANIMAL RESCUE, INC., a Florida not for profit Corporation, hereinafter referred to as "TENANT."

WHEREAS, the parties entered into a lease agreement on May 5, 2020 for the lease by the TENANT of certain property located at 2605 Flake Road, Titusville, FL, which is owned by the COUNTY (hereinafter "Property");

WHEREAS, the TENANT wishes to terminate the lease, vacating the Property and relinquishing the Property to the COUNTY;

WHEREAS, the COUNTY has determined it is the best interest of the public that the tenancy be mutually terminated.

WHEREAS, the parties agree to go their separate ways, waiving any damages and payments that may arguably be due from one party to the other party.

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

1. RECITALS. The foregoing recitals are incorporated herein.
2. The TENANT wishes to cease to use the Property as an animal shelter pursuant to Paragraphs 5 and 21 of the lease and agrees this results in the termination of the lease. Further, per Paragraph 5, the Tenant agrees the COUNTY has the right to re-enter and repossess the Property.
3. The effective termination date and time of the tenancy will be 5:00p.m. February 17, 2025.
4. The TENANT shall be entitled to remove its personal property such as blankets, sheets, towels, etc., pet food/treats, food dishes, cat litter, pet toys, collars/leashes, pet care supplies/medications, shelter cleaning supplies, office supplies, pet beds, pet carriers, wire kennels, air crates, 3 retriever kennels, washing machine and dryer, window air conditioning units, portable heating units, cameras installed by the TENANT, etc.. If the TENANT leaves any of the items listed above in the shelter facility on the Property at the time the keys for the shelter are returned to the COUNTY, such items become the property of the COUNTY.
5. The TENANT will relocate all animals currently under its care to other appropriate animal shelters or arrange for adoptions by February 17, 2025.
6. The TENANT agrees to surrender its Notice of Approval and Certificate of Approval to Operate an Animal Care Facility issued to Furever Home (Animal) Rescue, Certificate date 2/8/24, by the Brevard County Sheriff's Office. Effective February 17, 2025, 5:00 p.m., Furever Home Rescue (Furever Home Animal Rescue) is no longer authorized to operate an Animal Care Facility (Chapter 14, Article III, Animal Care Facilities, Brevard County Code) under the Certificate dated 2/8/24.
7. The TENANT agrees that the COUNTY does not owe the TENANT any amount of money pursuant to Paragraph 20.C. of the lease and that the TENANT does not assert, and

specifically waives, any right for additional time to correct violations or default under the lease. Likewise, the COUNTY waives any claim for damages against the TENANT related to the condition of the Property.

8. This Termination of Lease Agreement represents the understanding between the parties in its entirety and no other agreements, oral or written, exist between the COUNTY and the TENANT.

IN WITNESS WHEREOF, the parties have caused this Termination of Lease Agreement to be executed by its duly authorized representatives, effective as of the date stated above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY

Rachel M. Sadoff, Clerk

Rob Feltner, Chairman

As approved by the Board on March 11, 2025

Date Signed: _____

Reviewed for legal form and content:

Sharon L. Nelson

Asst. County Attorney

TENANT: FUREVER HOMES ANIMAL
RESCUE, INC.

Jenelle Scurlock
Jenelle Scurlock, President

Richard D. Lange
Witness *Richard D. Lange*

Dic Bell
Witness *Dic Bell*