



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.2.

5/5/2020

Subject:

Approval of Resolution and Lease Agreement RE: Space for Furever Home Animal Rescue, Inc.

Fiscal Impact:

Annual rent for space will be \$10.00 per year, deposited into Fund 0001 General Fund.

Dept/Office:

Public Works/Facilities

Requested Action:

It is requested the Board of County Commissioners authorize the Chair to execute Resolution and Lease Agreement allowing the non-competitive lease of County property at 2605 North Flake Road, Titusville; formerly the North Area Animal Shelter. A super-majority vote of the Board is required to approve this item per Sec 2-247, Code of Ordinances of Brevard County.

Summary Explanation and Background:

The North Area Animal Shelter is currently not being used by the County. The Tenant has the desire the renovate and rehabilitate the existing structure and operate it as an animal shelter. All costs associated with renovations, improvements, repairs and maintenance, utilities and property will be borne by the tenant.

Brevard County Ordinance Section 2-247, non-competitive lease or sale of County property, allows for the leasing of County owned real property to any department or agency of the United States "if, upon a super-majority vote, the Board of County Commissioners is satisfied that the proposed use of the property will serve the public interest, will serve a public purpose, is in the best interest of the County, and make a finding that the property is either likely to be not needed for County purpose in the future or will be used in a manner compatible with County purposes".

The Board shall authorize the Lease by adopting a Resolution. The attached Resolution and Lease Agreement provide space commencing on the date of the Board's approval. Lease shall be ten (10) years with two five-year renewals.

Clerk to the Board Instructions:

Return two originals to Facilities.



May 6, 2020

M E M O R A N D U M

TO: Corrina Gumm, Interim Public Works Director

RE: Item F.2., Approval of Resolution and Lease Agreement for Space for Furever Home Animal Rescue, Inc.

The Board of County Commissioners, in regular session on May 5, 2020, executed and adopted Resolution No. 20-039, authorizing a lease of County property to a non-profit corporation; and approved Agreement allowing the non-competitive County property at 2605 North Flake Road, Titusville, formerly the North Area Animal Shelter, per Section 2-247, Code of Ordinances of Brevard County. Enclosed are a fully-executed Resolution and certified copy, and two executed Lease Agreements.

Upon execution by Furever Home Animal Rescue, Inc., please return a fully-executed Lease Agreement to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Kimberly Powell, Deputy Clerk

/sm

Encls. (4)

cc: Contracts Administration
Finance
Budget
Facilities

RESOLUTION NO. 2020-039

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, AUTHORIZING A LEASE OF COUNTY PROPERTY TO A NON-PROFIT CORPORATION PURSUANT TO SECTION 125.38, FLORIDA STATUTES, AND SECTION 2-247, BREVARD COUNTY CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, FUREVER HOME ANIMAL RESCUE, INC, a nonprofit corporation organized under the laws of the State of Florida (hereinafter referred to as the "Organization") has applied to the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA (hereinafter referred to as the "County"), to lease an area at 2605 Flake Road, Titusville, Florida as described on Exhibit "A" attached hereto (hereinafter referred to as the "Property"); and

WHEREAS, the Organization desires to repair and renovate the property to operate an animal shelter; and

WHEREAS, the County finds that the Organization's proposed use of the Property 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 local government, and that the Property is not needed for County purposes at this time.

WHEREAS, the County desires to cooperate with and assist the FUREVER HOME ANIMAL RESCUE, INC, in leasing the real property.

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

1. The Property is located within the county owned property at 2605 Flake Road, Titusville, Florida which is not needed for County purposes at this time.

2. The Organization shall use and maintain the Property for the purposes of providing an animal shelter.

3. The County shall enter into an agreement with the Organization to lease the Property.

4. The Organization shall provide consideration in the form of payment for repairs and maintenance of the facility.


5. The lease term shall be 10 years with 2 five-year renewals provided the repairs are completed within the time frames provided in the Lease.

6. In the event the Property is not used or ceases to be used for the purpose stated herein the term of lease term shall immediately cease and County shall have the right to re-enter and repossess the Property.

This resolution shall take effect immediately.

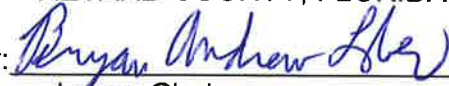
DONE, ORDERED AND ADOPTED, in regular session, this 5 day of May, 2020.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 

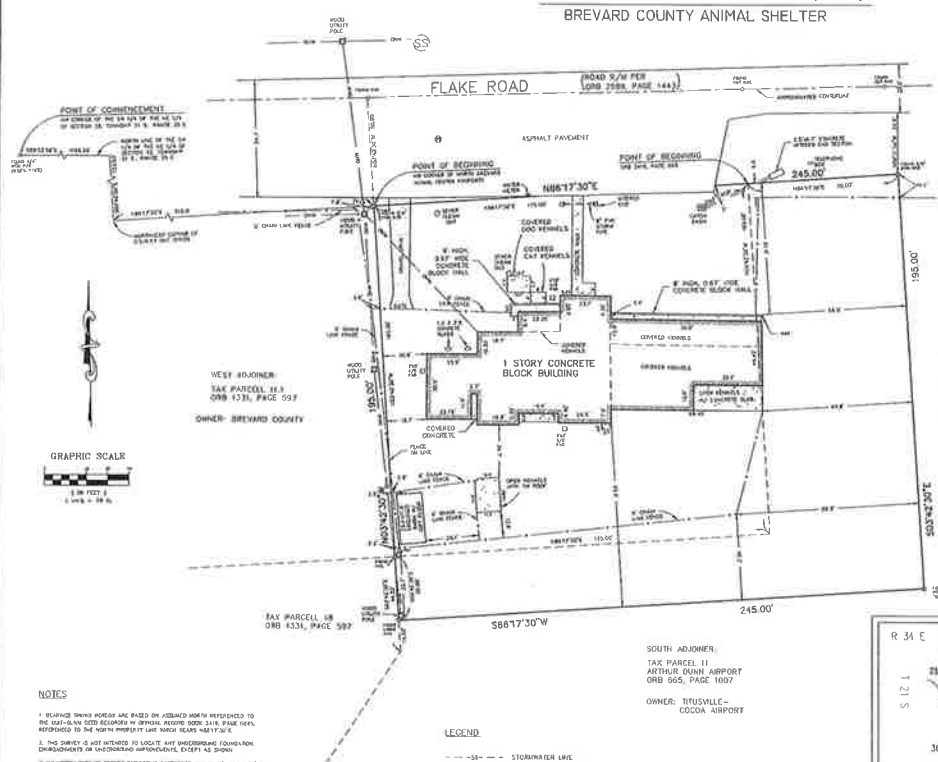
Bryan Lober, Chairman

As Approved By the Board on: May 5, 2020

EXHIBIT "A"

North Animal Shelter Boundary Survey on Following Page

BREVARD COUNTY ANIMAL SHELTER



NOTES

1. EVIDENCE TAKEN HEREON ARE BASED ON ASSIGNED WORK REFERENCED TO THE CHAT-GLAN DEED RECORDED IN OFFICIAL RECORD BOOK 3418, PAGE 0893, REFERENCED TO THE WORK PROPERTY FILE NUMBER 3418-0893-3.
2. THIS SURVEY IS NOT INTENDED TO LOCATE ANY UNDERGROUND FOUNDATION, ENCUMBRANCES OR UNDERGROUND IMPROVEMENTS, AS SHOWN
3. IN THE INTEREST OF RESPECTING ALL LEGAL RIGHTS OF THE H&F AND/OH THE SURVEYING FIRM, WHEREAS THE SURVEYING FIRM HAS OBTAIN NO FILE NUMBER IS REQUESTED OR IMPLIED.
4. THE 101 SHOWN HEREON IS LOCATED IN PLAGE ZONE 3 PER FLOOD INSURANCE RATE MAP NUMBER 1100900131 E, IN CONJUNCTION PANEL NUMBER 123191, SATTO

SOUTH ADJONER
TAX PARCEL 11
ARTHUR DUNN AIRPORT
ORB 865, PAGE 1007
OWNER: TITUSVILLE-
COCOA AIRPORT

ABBREVIATIONS

A/C	= AIR CONDITIONER
LF	= LINEAR FEET
OHW	= OVER HEAD WARE
ORB	= OFFICIAL RECORD BOOK
PVC	= POLYVINYL CHLORIDE PIPE
RCP	= REINFORCED CONCRETE PIPE

EAST ADJOURN
TAX PARCEL 11
ARTHUR DUHN AIRPORT
089 665, PAGE 1007

OWNER: PITUSVILLE
CCECA AIRPORT

LEGAL DESCRIPTION (PER ORD 865, PAGE 1009)

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 15 EAST, RUN DENCE SOUTH 89°52'58" EAST ALONG THE EAST LINE OF SAID SW 1/4 OF THE NE 1/4, 11909 21ST FENCE; THENCE SOUTH 34°22'50" EAST, 125.933 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 11°00'00" EAST, 100.000 FEET TO THE CORNER OF THE OFFICE AND YARD OF DISTRICT ONE; BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS; THENCE NORTH 86°13'00" EAST, 100.000 FEET TO THE POINT OF BEGINNING OF THE TRACT OWNED BY THE OFFICE AND LAND OF DISTRICT ONE; A DISTANCE OF 50.000 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED; THENCE CORNERS NORTH 88°13'00" EAST, 100.000 FEET TO THE CORNER OF THE TRACT OWNED BY THE OFFICE AND LAND OF DISTRICT ONE; THENCE SOUTH 71°30'00" WEST, 125.000 FEET TO THE SOUTHEAST CORNER OF THE FOREMENTIONED LANDS OCCUPIED BY DISTRICT ONE; THENCE N14°30'00" WEST ALONG THE EAST BOUNDARY OF SAID LANDS, 165.000 FEET TO THE POINT OF BEGINNING.

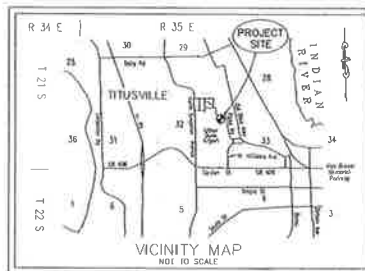
[Return to Table of Contents](#)

A PART OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION 32
TOWNSHIP 18 SOUTH, RANGE 35 E. BREVARD COUNTY,
FLORIDA. OTHER SURVEY RECORDS SHOW THE FOLLOWING
COMMENCING AT THE N.W. CORNER OF THE NORTH BREVARD ANNUAL
CENTER PROPERTY, AS DESCRIBED IN OUR BOOK 965,
PAGE 1007, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;
THENCE N. 87°30' E. THE NORTH LINE OF SAID
PROPERTY 175.0 FT. TO THE POINT OF BEGINNING OF THE
DESCRIPTION; THENCE CONTINUE N 86°17'30" E. 70.0 FT.; THENCE
S. 03°42'50" E. 195.0 FT.; THENCE S. 86°07'30" E. 245.0 FT.
THENCE N.04°34'50" E. 30.0 FT. TO THE S.W. CORNER OF SAID
NORTH BREVARD ANNUAL CENTER PROPERTY; THENCE N.
09°17'30" E. ALONG THE SOUTH LINE THEREOF, 173.0 FT. TO
THE E. CORNER OF SAID NORTH BREVARD ANNUAL CENTER
PROPERTY; THENCE N.04°34'50" E. 185.0 FT. TO THE POINT OF BEGINNING,
CONTAINING 0.531 ACRES MORE OR LESS

BREVARD COUNTY
PUBLIC WORKS
SURVEY DEPARTMENT
2725 JUDGE FRANK JAMIESON WAY
BUILDING A, SUITE A 202
MERRITT ISLAND, FL 32940
PHONE (407) 633-2080

[illegible]MINIMAL SERVICES
MANAGER

01 034182

[illegible]

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 5 day of May, 2020 2020, 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 FUREVER HOME ANIMAL RESCUE, INC, a Florida corporation, hereinafter referred to as the TENANT.

WHEREAS, the COUNTY owns the Property and building at 2605 Flake Road Titusville; and

WHEREAS, a portion of the Property was previously used as an animal shelter known as the North Area Animal Shelter; and

WHEREAS, the TENANT desires to renovate and rehabilitate the existing facility which is no longer used by the COUNTY and operate the structure as an animal shelter; and

WHEREAS, the COUNTY finds animal shelters provide a public service and wishes to lease the property to the TENANT for the purposes described above.

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. PROPERTY TO BE LEASED. The Property leased to TENANT is described at Exhibit "A" which is attached hereto and incorporated herein. Access to the Property is available directly from Flake Rd. No access is authorized to or through the COUNTY'S Fleet Services facilities.
3. TERM. The initial term of this Agreement shall be 10 years commencing on the date of the effective date of this Agreement and shall thereafter be automatically renewed for identical terms for two consecutive renewals of five years each unless terminated by either party, in accordance with paragraphs 18 or 20, herein.
4. RENTAL PAYMENTS. The TENANT agrees to pay the COUNTY the sum of \$10.00 per year as rent for the use and occupancy of the leased property.
5. USE OF PREMISES. The TENANT shall use the premises for an animal shelter. It is specifically agreed and understood that the use herein set forth shall be the only use consented to by the COUNTY, and that failure to comply with this provision shall be considered a material breach of this Agreement. In the event the Property ceases to be used as an animal shelter the lease agreement shall automatically terminate and COUNTY shall have the right to re-enter and repossess the property.
6. CONDITION OF PROPERTY. TENANT accepts the Property as of the execution of the lease in its existing condition as of such date as is, where is, and with all faults, without representation or warranty of any kind, express or implied, including, but not

limited to, with respect to such matters as title, zoning use, economic feasibility, and soil, environmental and other physical conditions, subject to all recorded matters, laws, ordinances, and governmental regulations and orders. TENANT hereby acknowledges that it has been afforded full opportunity to, and has fully investigated such matters to its satisfaction prior to entering into this lease, or will investigate such matters fully, and is entering into the lease based solely upon such investigations. Except as provided herein, TENANT acknowledges that the COUNTY has not made any representations or warranties to TENANT as to the condition of the property or the suitability of the property for TENANT'S intended use.

7. IMPROVEMENTS, RENOVATION AND MAINTENANCE OF PROPERTY.
The TENANT may pursue improvements to renovate and rehabilitate the property in the manner described in this Agreement as described below. Any permanent improvement of equipment installed by the TENANT on COUNTY property shall become property of the COUNTY upon termination of this Agreement.

Tenant shall use licensed and insured Contractors and/or Subcontractors to perform work which requires a licensed professional.

The plans and specifications for all improvements, repairs, renovations, landscaping and other alterations to the premises shall be in accordance with all County specifications and all other state, federal and local regulations. All funding grants, plans, and specifications for any construction or improvements to the Property shall be reviewed and approved by the county manager or designee prior to any action by the TENANT.

TENANT proposes to improve the structure to meet all current code requirements with in one year of the execution of this Agreement. In addition, TENANT shall begin exterior improvements and maintenance immediately upon execution of this Agreement. TENANT shall, within 90 days of COUNTY approval, complete all exterior repairs, including roof and soffit repairs, screen replacement, gate and fence repair, repainting and all other exterior improvements. TENANT will also inspect and repair as needed the following:

- * Check electrical
- * Check AC and air handlers
- * Tree trimming around property
- * Fire extinguishers
- * Check plumbing
- * Replace inside office window with plexiglass
- * Change locks all the way around
- * Set up cameras
- * Get satellite security system
- * Pressure wash/ sanitize dog area
- * Replace the 38 missing guilittines
- * 38 new kennel locks
- * Replace rear roof over kennel area
- * Top drain covers in the dog kennels
- * Fix/ hook up fans
- * Replace faucets where needed

The tasks listed above will be completed within the first year of the lease term. In addition, TENANT shall thoroughly clean the building and kennels and be responsible for any and all maintenance to the Property and costs thereof during the lease term.

The TENANT shall ensure that no contractor or subcontractor, which the TENANT may hire to perform any portion of construction, renovation, or repairs to the facility, shall be entitled to file any liens, construction, mechanics or otherwise, against the Property or facilities on the Property. Any contract which the TENANT signs or executes with a contractor shall contain a provision in which the contractor waives any right to file any such liens and a provision which requires the contractor to include the same waiver in contracts with any subcontractors which the contractor may hire to perform work on the Property or facilities on the Property.

8. UTILITIES. The TENANT shall pay all charges for electrical service and other utility services supplied to the TENANT at the premises.

9. REPAIRS AND MAINTENANCE. The TENANT shall, at its own expense, maintain the grounds and all improvements, structures and facilities on the premises and make all necessary repairs and replacements to the premises and to any improvements constructed thereon. Such maintenance, repairs and replacements shall be made promptly as and when necessary.

10. ILLEGAL, UNLAWFUL OR IMPROPER USE. The TENANT shall make no unlawful, improper, immoral or offensive use of the premises, nor will the TENANT use the premises or allow use of the premises for any purposes other than that hereinabove set forth. Failure of the TENANT TO comply with this provision shall be considered a material default under this Agreement. In the event any structure, improvement or landscaping is deemed a hazard by the COUNTY such use shall be deemed an improper use and the agreement shall be subject to immediate termination.

11. INDEMNIFICATION AND INSURANCE. The COUNTY shall not be liable and TENANT hereby waives all claims against the COUNTY for any damage to any property or any injury to any person in or about the Property by or from any cause whatsoever, except to the extent caused by or arising from the gross negligence or willful misconduct of the COUNTY, its officers or employees. The TENANT agrees that it will indemnify and save harmless the COUNTY from any and all liability, claims, damages, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the use, occupation, management or control of the premises or any improvement thereon or any equipment or fixtures used in connection with the premises. The TENANT agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the COUNTY in connection with its premises and that it will satisfy, pay and discharge any and all judgments that may be entered against the COUNTY in any such action or proceedings. The parties acknowledge specific consideration has been exchanged for the provision. This provision shall survive the termination of this Lease with respect to any claims or liability accruing prior to such termination.

The TENANT further agrees to provide and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of General Liability Insurance insuring the TENANT against any and all claims, demands or causes of action whatsoever for injuries received and damages to property in connection with the TENANT'S use, occupation, management and control of the premises and the improvements thereon. Such policies of insurance shall insure the TENANT in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) to cover any and all claims arising in connection with anyone particular accident or occurrence. The COUNTY shall be named as an additional insured on all such policies of insurance issued. A certificate of such insurance policies shall be filed with the Public Works Department - Facilities, 2725 Judge Fran Jamieson Way, Bldg. A, Viera, Florida, 32940, within fifteen (15) days of the date of execution of this Agreement. The policies shall also contain a clause that the COUNTY shall be entitled to thirty (30) days written notice from the insurer of any change or cancellation in said policies.

The TENANT shall notify the COUNTY immediately in writing of any potentially hazardous condition existing on or about the premises.

All personal property, equipment, fixtures, structures or improvements constructed or placed on or about the premises shall be at the risk of the TENANT and the COUNTY shall not be liable for any damage or loss to personal property, equipment, fixtures, structures or improvements 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 any of said items or facilities to cover the TENANT'S interests therein.

12. RIGHT OF ENTRY. The COUNTY or its agents may enter in and on the premises at any reasonable time for the purpose of inspecting such property or performing other duties as are required by law or by the terms of this Agreement.

13. EMERGENCIES. In the case of a declared state of emergency in Brevard County by the Board of County Commissioners, the COUNTY retains the right to immediately resume occupation, management and maintenance of the Property, to use the Property to meet any emergency needs of the citizens of Brevard County for the period of that emergency and a reasonable period of time thereafter as deemed necessary by the COUNTY.

14. COMPLIANCE WITH STATUTES. The TENANT shall promptly execute and comply with all statutes, ordinances, rules, regulations, and requirements of all local, state and federal governmental; bodies applicable to the premises, for the correction, prevention and abatement of nuisances or other grievances in, upon, or connected with the premises during the term of the Agreement.

15. RIGHT TO AUDIT RECORDS. In the performance of this Agreement, the TENANT shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the TENANT for a period of ten years after termination of this Agreement. All records, books, and

accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

All records or documents created by the TENANT or provided to the TENANT by the COUNTY in connection with this Agreement, are public records and the FOUNDATION agrees to comply with any request for such public records or documents made in accordance with section 119.07, Florida Statutes.

16. ASSIGNABILITY. The TENANT shall not assign its responsibilities under this Agreement without the prior written consent of the COUNTY.

17. NON-AGENCY STATUS. Nothing in this Agreement shall in any way be construed to constitute the TENANT or any of its agents or employees or representatives as agents of the COUNTY.

18. TERMINATION FOR CONVENIENCE. This Agreement may be terminated with or without cause by either party upon one (1) years' written notice thereof to the other party; provided, however, that upon termination, the TENANT shall, at the request of the COUNTY remove items listed by the COUNTY at that time. In the event the property ceases to be used as an animal shelter the lease agreement shall immediately cease and terminate and COUNTY shall have the right to re-enter and repossess the property.

19. DEFAULT. TENANT understands and agrees that this Agreement is made upon the express condition that should the TENANT fail or neglect to perform or observe any or all of the covenants herein contained, or fail to make any constructive use, for the purpose designated herein, of the property for a period of one hundred-eighty (180) days, this Agreement shall at the option of the COUNTY, become null and void one hundred-eighty (180) days after written notice to the TENANT. Time is of the essence in the performance of all covenants and conditions. TENANT shall be in material default under this lease (a) if TENANT abandons the property or if TENANT'S vacation of the Property results in the cancellation of any insurance described herein; (b) if TENANT fails to pay rent or any other charge when due; or (c) if TENANT fails to perform any of TENANT'S material, non-monetary obligations under this lease for a period of one hundred-eighty (180) days after written notice from the COUNTY. Provided that if more than one hundred-eighty (180) are required to complete such performance, TENANT shall not be in default if TENANT commences such performance within the one hundred-eighty (180) day period and thereafter diligently pursues its completion.

20. TERMINATION FOR CAUSE. This lease may be terminated by the COUNTY for the following reasons:

- A. Failure of TENANT to comply with any of the terms or conditions of this Lease Agreement. In such event, and prior to termination for cause, the COUNTY shall deliver to the TENANT a written notice setting forth the violations the COUNTY alleges to exist. The TENANT shall have a sixty (60) day period from the date of receipt of this notice to correct the alleged violation. Only after this opportunity is given to the TENANT and the TENANT does not correct the violation can the COUNTY send the notice of termination for cause under this particular provision.

- B. For cause stated in writing, in compliance with paragraph 25 of this Lease, by the County Manager of Brevard County or designee, this Lease may be terminated upon thirty (30) day notice from the COUNTY to the TENANT. Cause shall include, but not be limited to, any material breach of this Lease, bankruptcy, insolvency or dissolution of the TENANT, failure of the TENANT to adhere to state, federal, county or city laws/ordinances, loss of required licenses by TENANT making fulfillment of the purpose of this contract a legal impossibility, and loss of funding by TENANT.
- C. If terminated by COUNTY for cause or through County initiated eminent domain proceedings, the COUNTY shall be obligated to pay the TENANT only an amount equal to the fair market value of any fixed improvements provided by the TENANT to the leased premises. Fair market value of any fixed improvements shall be determined by using the standard depreciation method allowed by the Internal Revenue Service. Said payment shall be due and payable at the end of the six (6) month notice period, unless mutually agreed by the parties.
- D. On the occurrence of any material default by TENANT and failure of TENANT to remedy the breach in accordance with paragraph 14 of this Lease, COUNTY may, at any time thereafter, after written notice, without limiting COUNTY in the exercise of any right or remedy which COUNTY may have:
 - i. terminate TENANT's right to possession of the property by any lawful means, in which case this lease shall terminate and TENANT shall immediately surrender possession of the property to COUNTY;
 - ii. maintain TENANT's right to possession, in which case, this lease shall continue in effect whether or not TENANT has abandoned the property; or
 - iii. pursue any other remedy now or hereafter available to COUNTY under the laws of the State of Florida.

21. ABANDONMENT. If at any time during the term of this Lease, the TENANT abandons the allowable use of the Premises or any part of the Premises, the COUNTY, may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and becoming liable to the TENANT for damages or for any payment of any kind whatever. If the COUNTY's right of reentry is exercised following abandonment of the Premises by the TENANT the COUNTY may consider any property belonging to the TENANT and left on the Premises to also have been abandoned, in which case the COUNTY may dispose of all such personal property in any manner the COUNTY will deem proper and is relieved of all liability for doing so.

22. EMINENT DOMAIN. If the whole of the Leased Premises shall be taken by any public authority under the power of eminent domain, or if so much of the Building or grounds shall be taken by any such authority under the power of eminent domain so that TENANT cannot continue to operate its business in the Leased Premises, then the term of this Lease shall cease as of the day possession.

23. ACCOUNTING AND AUDITING PROCEDURES. In the performance of this Agreement, TENANT shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by TENANT for a period of three (3) years after termination of this Agreement. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

24. NO DISCRIMINATION. TENANT promises, and it is a condition to the continuance of this lease, that there will be no discrimination against or segregation of any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, sub-leasing, transferring, occupancy, tenure or use of the property or any portion thereof.

25. ATTORNEYS' FEES. TENANT agrees to pay reasonable attorneys' fees, court costs and any other costs of eviction or collection in which the COUNTY is successful.

26. RADON NOTICE PURSUANT TO FLORIDA LAW. Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Health Unit.

27. ASBESTOS NOTICE.

- A. A common building material that is sometimes present in many buildings that were built before 1981 is asbestos. The presence of asbestos materials does not create a health risk to residents according to the EPA. Only when asbestos materials are disturbed or dislodged causing the asbestos fibers to be released are there health risks involved. Some activities of concern are sanding, scraping, pounding and any other remodeling activity that may release dust into the air and cause asbestos particles to be released. Federal law requires that certain precautions be taken to minimize the chances of damaging or disturbing materials that contain asbestos. The EPA does not require asbestos material to be removed.
- B. By execution of this Agreement, TENANT hereby acknowledges that this Asbestos Disclosure is a warning that the Leased Property may contain asbestos and due to this the TENANT may be exposed to a chemical that is known to cause cancer. The TENANT also hereby agrees that there are to be no modifications, repairs, and or alterations to the premises without the written approval of the COUNTY and this approval will be based upon the acceptance of a written plan of protection from the possible release of or exposure to the asbestos substance.
- C. TENANT is hereby on notice that asbestos has been detected in the building materials at this facility in surveys performed by Professional Services Industries,

Inc. in 1991 and 2000. TENANT acknowledges that it has received copies of the survey reports from the COUNTY. It is unclear from the public record if all items identified have been abated. The cost to have the Property reinspected and any cost for asbestos abatement is TENANT'S responsibility.

- D. Any and all asbestos abatement must be performed by a licensed and insured abatement contractor and must be completed per EPA guidelines.

28. SEVERABILITY. If any section or provision of this Agreement is determined to be invalid by a court of competent jurisdiction, all other sections and provisions of this Agreement will remain in full force and effect.

29. VENUE. Venue for any action brought pursuant to this Agreement shall be in Brevard County, Florida.

30. NO WAIVER. No section or provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing signed by COUNTY. The failure of COUNTY to insist upon the strict performance of this Agreement, or the failure of COUNTY to exercise any right, option or remedy herein contained shall not be construed as a waiver of any other right, option or remedy COUNTY may have under this Agreement or as a waiver of a subsequent breach thereof.

31. AMENDMENT OF LEASE. Any amendment or modification of this Lease or additional obligations assumed by either party to this Lease in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

32. NOTICE. Notice under this Agreement shall be given to the COUNTY at the office of the Public Works Department - Facilities, 2725 Judge Fran Jamieson Way, Bldg. A, Viera, Florida 32940, and to the TENANT at 4173 Cinnamon Teal Drive Mims, Florida 32754.

33. ENTIRETY. This Agreement represents the understanding between the parties in its entirety and no other agreements, either oral or written, exist between the COUNTY and the TENANT.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized representatives, effective as of the last date below.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Bryan Lober, Chair

As approved by the Board on May 5, 2020

Date signed: May 5, 2020

Reviewed for legal form and content:

Christine Valliere, Assistant County Attorney

TENANT: Furever Home Animal Rescue, Inc.

Jennelle Scurlock, President

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ of _____, 2020, by _____, who is personally known to me or who has produced _____ as identification.

Notary Public
Name typed, printed or stamped
My Commission Expires: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized representatives, effective as of the last date below.

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



Bryan Lober, Chair

As approved by the Board on May 5, 2020

Date signed: May 5, 2020

Reviewed for legal form and content:

Christine Valliere, Assistant County Attorney

TENANT: Furever Home Animal Rescue, Inc.



Jennelle Scurlock, President

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this _____ of _____, 2020,
by _____, who is personally known to me or who has
produced _____ as identification.

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

EXHIBIT A

North Animal Shelter Boundary Survey on Following Page

BREVARD COUNTY ANIMAL SHELTER



- LEGEND

- #### ABBREVIATIONS

-

LEGAL DESCRIPTION (PER GTR 005, PAGE 1009)

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 21 NORTH, RANGE 35 EAST, DISTRICT ONE, BEING THE COUNTY ROAD OF THE NORTH LINE OF SAID SW 1/4 OF THE NW 1/4, 118.113 FEET; THENCE NORTH 88°27'30" EAST, 123.93 FEET TO THE NORTH-EAST CORNER OF THE LAND OWNED BY THE DISTRICT OF SAID DISTRICT ONE, BEING THE COUNTY ROAD OF COUNTY COMMISSIONERS; THENCE NORTH 85°17'30" EAST, 165.00 FEET TO THE NORTHWEST CORNER OF SAID LANDS OWNED BY THE DISTRICT AND YARD OF DISTRICT ONE, A DISTANCE OF 51.00 FEET; THENCE NORTH 85°17'30" EAST, 173.00 FEET TO THE NORTH CORNER OF SAID LANDS OWNED BY THE DISTRICT AND YARD OF DISTRICT ONE; THENCE CONTINUE NORTH 85°17'30" EAST, 173.00 FEET; THENCE SOUTH 24°20'30" EAST 155.00 FEET; THENCE 55°07'30" WEST, 173.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS OWNED BY THE DISTRICT AND YARD OF DISTRICT ONE; THENCE 113°42'30" WEST ALONG THE EAST BOUNDARY OF SAID LANDS, 155.00 FEET TO THE POINT OF

TOGETHER WITH (PER ORG DATA, PAGE 895)

N PART OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION 31
TOWNSHIP 31 SOUTH, RANGE 35 E, BREVARD COUNTY,
FLORIDA. BEING THE NORTH HALF OF THE 36 COLLONS,
COMMENCING AT THE N.W. CORNER OF THE NORTH BREVARD
ANIMAL SHELTER PROPERTY, 435 DEGREES IN S.W. DOGUE ROAD,
MAY 1987, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA;
THENCE N 81°30' E, ALONG THE NORTH LINE OF SAID
PROPERTY 175.0 FT. TO THE POINT OF BEGINNING OF THE
DESCRIPTION; THENCE CONTINUE N 81°30' E, 70.0 FT.; THENCE
S. 03°42'30" E, 105.0 FT.; THENCE S 68°17'30" E, 245.0 FT.;
THENCE N 03°42'30" E, 30.0 FT. TO THE S.W. CORNER OF SAID
NORTH BREVARD ANIMAL SHELTER PROPERTY; THENCE N
81°17'30" E, ALONG THE SOUTH LINE THEREOF, 175.0 FT. TO
THE S.W. CORNER OF SAID PROPERTY; THENCE N 03°42'30"
E, 165.0 FT. TO THE POINT OF BEGINNING
CONTAINING 0.34 ACRES MORE OR LESS.

EAST ADJOINER:
TAX PARCEL 11
ARTHUR DUNN AIRPORT
ORB BSS, PAGE 1007

OWNER: PITUSVILLE-
COCOA AIRPORT

**BREVARD COUNTY
PUBLIC WORKS
SURVEY DEPARTMENT**

[illegible]ANIMAL SERVICES
MANAGER

subject to the City's non-refund