



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

F.9.

2/25/2025

### Subject:

Firing Range and Training Building Agreement between Sheriff, Eastern Florida State College, and Brevard County

### Fiscal Impact:

None.

### Dept/Office:

County Attorney's Office / Public Works

### Requested Action:

The Brevard County Sheriff's Office requests that the Board approve the attached Firing Range and Training Building Agreement; and it is also requested that the Board authorize the County Manager to execute any amendments and other contract-related documents associated with the Agreement.

### Summary Explanation and Background:

The Brevard County Sheriff's Office ("Sheriff") requests that the Board of County Commissioners approve an agreement (the "Agreement") between the County, the Sheriff, and Eastern Florida State College ("EFSC") (collectively the "parties") defining the roles and responsibilities of the parties regarding the northernmost firing range (the "Range") and a training building (the "Training Building") located at the Five Palms Farm, 2955 Pluckebaum Road, Cocoa (the "Farm"). The County owns the land, and leases it to the Sheriff pursuant to a lease that currently runs through October 15, 2025.

EFSC (formerly Brevard Community College) has used the Range and the Training Building at the Farm for its police training academy for more than twenty years. After decades of such use by EFSC, as well as use by the Sheriff and the Brevard County law enforcement community in general, the range is currently in a state of disrepair and in need of significant capital improvements. EFSC has temporarily closed the Range for operational use until the needed improvements are completed.

The Agreement provides that the Sheriff will fund and complete the required capital improvements to the Range and resume the operational use of the Range. The Sheriff will also fund capital improvements to the Training Building, an existing shoot house which provides a 360-degree ballistically safe firearms training environment (the "Shoot House"), and a proposed driving pad to be located at the Farm for training (the "Driving Pad"). The Sheriff will assume responsibility for operating and maintaining the site. (Note: The Sheriff currently operates the Shoot House pursuant to an agreement between the Sheriff, the County, and EFSC approved by the Board of County Commissioners on October 26, 2021).

EFSC is willing to transfer its rights and obligations regarding the Range and the Training Building to the Sheriff.

Under the proposed Agreement, EFSC will be permitted use and access to the Range, Training Building, Shoot House, and Driving Pad (when completed) based upon request and availability with priority being given to police training academy courses and certification.

The Agreement does not impose any new or additional obligations or liabilities on the County. Under the Agreement, the County simply acknowledges the revised roles, rights, and responsibilities of the Sheriff and EFSC regarding the use, occupancy, improvement, and maintenance of the Range, Building, and site.

**Clerk to the Board Instructions:**

Return a copy of the executed Agreement to the County Attorney's Office and Public Works.



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

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

February 26, 2025

**MEMORANDUM**

**TO:** Morris Richardson, County Attorney

**RE:** Item F.9., Firing Range and Training Building Agreement between Sheriff, Eastern Florida State College, and Brevard County

The Board of County Commissioners, in regular session on February 25, 2025, approved and authorized the Chair to execute Firing Range and Training Building Agreement between Eastern Florida State College, Brevard County Sheriff's Office, and Brevard County; and authorized the County Manager to execute any amendments and other contract-related documents associated with the Agreement. Enclosed are three executed copies of the Agreement.

**Upon execution by all parties, please return a fully-executed Agreement to this office for inclusion in the official minutes.**

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

*for: Denna Scott*  
Kimberly Powell, Clerk to the Board

Encls. (3)

/tr

cc: Contracts Administration  
County Manager  
Public Works

**FIRING RANGE AND TRAINING  
BUILDING AGREEMENT  
BETWEEN  
THE DISTRICT BOARD OF TRUSTEES OF  
EASTERN FLORIDA STATE COLLEGE, FLORIDA  
AND  
WAYNE IVEY, SHERIFF OF BREVARD COUNTY,  
FLORIDA  
AND  
BREVARD COUNTY, FLORIDA**

**THIS AGREEMENT** (this "Agreement") is made by and between THE DISTRICT BOARD OF TRUSTEES OF EASTERN FLORIDA STATE COLLEGE, FLORIDA, a body corporate, on behalf of EASTERN FLORIDA STATE COLLEGE, a Florida College System institution, 3865 North Wickham Road, Melbourne, Florida 32935 successor in interest to Brevard Community College (hereinafter referred to as "EFSC"); and WAYNE IVEY, in his official capacity as the SHERIFF of Brevard County, Florida, a County Constitutional Officer and a County Charter Officer, 700 Park Avenue, Titusville, Florida 32780 (hereinafter referred to as the "SHERIFF"); and BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "COUNTY"). EFSC, SHERIFF, and COUNTY are collectively referred to in this Agreement as the "Parties" and individually referred to as a "Party."

**WHEREAS**, EFSC [Formerly Brevard Community College (BCC)] has used the northernmost firing range [hereinafter referred to as "RANGE"] located at the Five Palms Farm, 2955 Pluckebaum Road, Cocoa, Florida 32922 [hereinafter referred to as "FARM"] for their police training academy for more than 20 years; and

**WHEREAS**, after 20+ years of use by BCC/EFSC, the SHERIFF, and the law enforcement community in general, the RANGE is currently in a state of disrepair and in need of significant capital improvements to enable operational use, and EFSC has temporarily closed the RANGE for operational use until said improvements are completed; and

**WHEREAS**, the SHERIFF is willing to complete the required capital improvements to the RANGE and resume the operational use of the RANGE for SHERIFF's use; and

**WHEREAS**, EFSC is willing to transfer any and all of its rights and obligations regarding the RANGE to the SHERIFF and/or COUNTY; and

**WHEREAS**, EFSC will be permitted use and access to the RANGE for training based upon request and availability with priority being given to Academy courses and certification; and

**WHEREAS**, BCC/EFSC has used the Training Building [hereinafter referred to as "BUILDING"] located at the FARM for their police training for more than 20 years; and

**WHEREAS**, EFSC is willing to transfer any and all of its ownership/lessee rights regarding the BUILDING to the SHERIFF and/or COUNTY.

**WHEREAS**, EFSC will have use and access to the BUILDING located on the FARM for training and other related use(s) based upon request and availability with priority being given to Academy classes; and

**WHEREAS**, EFSC will maintain the exclusive operational use of a secured office located in the BUILDING until such use is no longer required by EFSC; and

**WHEREAS**, the SHERIFF will fund all capital improvements to the RANGE, BUILDING, SHOOT HOUSE, TRAINING FACILITES and a proposed DRIVING PAD located at the FARM for training; and

**WHEREAS**, EFSC will have use and access to the RANGE, TRAINING BUILDING, SHOOT HOUSE and proposed DRIVING PAD [when completed] for training upon request and availability with priority being given to Academy training and certification courses.

**NOW, THEREFORE**, in consideration of the covenants and promises made below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals:** The recitals set forth above are true and correct and are hereby incorporated into this Agreement.

2. **Definitions:**

- a. RANGE – The RANGE is defined as the partially earthen enclosed area, earthen backstop, and covered shooting area. It is located North of the current BCSO Firing Range further identified as letter "A" on **ATTACHMENT A**.
- b. BUILDING – The BUILDING is defined as the enclosed structure further identified as letter "B" on **ATTACHMENT A**.
- c. PROPOSED DRIVING PAD – The PROPOSED DRIVING PAD is defined as an asphalt surface to be located north of the BUILDING further identified as letter "C" on **ATTACHMENT A**.
- d. SHOOT HOUSE – The SHOOT HOUSE is defined as the structure

further identified as letter "D" on **ATTACHMENT A**.

3. **Term and Termination:** This Agreement shall be effective and commencing upon the date the last party signs, and shall last in perpetuity, unless canceled or otherwise terminated earlier by the COUNTY or the SHERIFF as provided herein:
  - a. Upon breach of the provisions of this Agreement which is not corrected by the Party in breach within fifteen (15) days after receipt of written notice of such breach from the complaining/concerned Party.
  - b. Upon either the SHERIFF or the COUNTY providing not less than thirty (30) days advance written notice to the other Party of such Party's decision to terminate this Agreement.
  - c. Upon termination of the land lease agreement entered by and between SHERIFF and COUNTY for the land described as "approximately 52 acres of land located in Parcels 251 and 253, East of I-95, in Section 1, Township 25S, Range 35E" as amended on July 21, 2015.
  
4. **EFSC Responsibilities:** EFSC agrees, through its President or designee, to the following, of which (a) through (h) may not be terminated:
  - a. By signing this Agreement, EFSC cedes any personal property ownership of or occupational rights in the RANGE and BUILDING to the SHERIFF.
  - b. By signing this Agreement, EFSC cedes any ownership of or other real property rights it may have to the RANGE and BUILDING to COUNTY.
  - c. By signing this Agreement, EFSC relinquishes all day-to-day operations and oversight of the RANGE and BUILDING to the SHERIFF as lessee.
  - d. To ensure that any and all employees, agents, officers, representatives or students of EFSC using the BUILDING will follow the general rules, regulations, policies, and procedures of the FARM as established by the SHERIFF.
  - e. To ensure that any and all employees, agents, officers, representatives or students of EFSC using the RANGE will follow the general rules, regulations, policies, and procedures of the RANGE as established by the SHERIFF.

- f. That, except to the extent in conflict with the rules, regulations, policies, and procedures of the SHERIFF pertaining to the operation of the RANGE, EFSC employees, agents, officers, representatives or students assigned to the RANGE shall be under exclusive supervision of EFSC and that all evaluating, scheduling, and directing of the use of said employees, agents, officers, representatives or students shall be the sole responsibility of EFSC in coordination with the SHERIFF or designee. In the event a conflict with the rules, regulations, policies, and procedures of the SHERIFF pertaining to the operation of the RANGE arises, EFSC operations of the RANGE shall immediately cease and desist until the concern is resolved.
- g. That EFSC shall be solely responsible for payment, evaluation, termination, and training of any and all EFSC personnel or representatives using the RANGE.
- h. That, except to the extent in conflict with the rules, regulations, policies, and procedures of the SHERIFF pertaining to the operation of the BUILDING, SHOOT HOUSE and/or proposed DRIVING PAD, EFSC employees, agents, officers, representatives or students using the BUILDING, SHOOT HOUSE and/or proposed DRIVING PAD shall be under exclusive supervision of EFSC and that all evaluating, scheduling, and directing of the use of said employees, agents, officers, representatives or students shall be the sole responsibility of EFSC in coordination with the SHERIFF or designee. In the event a conflict with the rules, regulations, policies, and procedures of the SHERIFF pertaining to the operation of the BUILDING, SHOOT HOUSE and/or proposed DRIVING PAD arises, EFSC operations of the BUILDING, SHOOT HOUSE and/or proposed DRIVING PAD shall cease and desist until the concern is resolved.
- i. That EFSC shall provide the SHERIFF with a copy of all schematics and documentation regarding the initial construction of the RANGE, and BUILDING if available.
- j. That EFSC and its representatives signing this Agreement represent and warrant that they have the authority to legally bind EFSC to the terms of this Agreement and acknowledge that the COUNTY and SHERIFF are relying on this representation and warranty in agreeing to the terms of this Agreement.
- k. **Indemnity RANGE:** EFSC agrees to defend, hold harmless, and save the SHERIFF, his officers, appointees, agents, attorneys and employees; and the COUNTY, its officers, employees, attorneys and

agents, from and against any claim, action, lawsuit, loss, damage, cost, charge, judgments, liabilities, or expense of any kind whatsoever arising out of any act, action, neglect, omission and/or failure to act by EFSC prior to transfer of ownership or occupation of the **FIRING RANGE** and while using the **RANGE**, after transfer of ownership, as described herein, including, but not limited to, any claims, amounts or injuries covered under the Workers' Compensation laws, except as a third party claim outside Workers' Compensation, resulting or arising from EFSC's obligations and duties under this or prior Agreements, except that EFSC shall not be liable for any injury or damage caused by or resulting from the sole negligence of the COUNTY or SHERIFF and employees, agents and contractors of the COUNTY or SHERIFF. Nothing herein is intended to or shall be construed to waive any rights the Parties may have under the laws of Florida, included but not limited to, the provisions of Section 768.28, of the Florida Statutes.

- l. Indemnity BUILDING:** EFSC agrees to defend, hold harmless, and save the SHERIFF, his officers, appointees, agents, attorneys and employees; and the COUNTY, its officers, employees, attorneys and agents, from and against any claim, action, lawsuit, loss, damage, cost, charge, judgments, liabilities, or expense of any kind whatsoever arising out of any act, action, neglect, omission and/or failure to act by EFSC while using the **BUILDING** as described herein, including, but not limited to, any claims, amounts or injuries covered under the Workers' Compensation laws, except as a third party claim outside Workers' Compensation, resulting or arising from EFSC's obligations and duties under this or prior Agreements, except that EFSC shall not be liable for any injury or damage caused by or resulting from the sole negligence of the COUNTY or SHERIFF and employees, agents and contractors of the COUNTY or SHERIFF. Nothing herein is intended to or shall be construed to waive any rights the Parties may have under the laws of Florida, included but not limited to, the provisions of Section 768.28, of the Florida Statutes.
  
- m. Indemnity proposed DRIVING PAD:** EFSC agrees to defend, hold harmless, and save the SHERIFF, his officers, appointees, agents, attorneys and employees; and the COUNTY, its officers, employees, attorneys and agents, from and against any claim, action, lawsuit, loss, damage, cost, charge, judgments, liabilities, or expense of any kind whatsoever arising out of any act, action, neglect, omission and/or failure to act by EFSC while using the **DRIVING PAD** as described herein, including, but not limited to, any claims, amounts or injuries covered under the Workers' Compensation laws, except as a third party claim outside Workers' Compensation, resulting or arising from EFSC's obligations and duties under this or prior Agreements, except that EFSC shall not be liable for any injury or damage caused by or resulting from the sole



negligence of the COUNTY or SHERIFF and employees, agents and contractors of the COUNTY or SHERIFF. Nothing herein is intended to or shall be construed to waive any rights the Parties may have under the laws of Florida, included but not limited to, the provisions of Section 768.28, of the Florida Statutes.

**5. SHERIFF'S Responsibilities:** The SHERIFF agrees to the following:

- a. By this Agreement, SHERIFF agrees and acknowledges that SHERIFF, as lessee, will maintain the RANGE, BUILDING and/or proposed DRIVING PAD as part of its obligations as lessee of COUNTY.
- b. SHERIFF shall be responsible for funding the design, materials, equipment, and supplies that are to be used in the capital improvements pursuant to this Agreement, and SHERIFF shall provide the necessary personnel to conduct the work.
  1. Replace/repair the existing backstop/berm.
  2. Install an advanced lead mitigation system to improve environmental stewardship, and/or assume financial responsibility for lead mitigation.
- c. That the SHERIFF shall maintain the day-to-day operations for the RANGE, BUILDING and/or proposed DRIVING PAD to include scheduling of the use, giving priority of scheduling to EFSC and its students. As scheduling permits, SHERIFF may make the RANGE available to other law enforcement agencies for official use in training.
- d. That the SHERIFF shall comply with all applicable Local, State, and Federal laws governing the capital improvements to the structure(s), including but not limited to, section 790.333, Florida Statutes.
- e. If required by the Florida Building Code, all planned improvements to the FIRING RANGE shall be provided to COUNTY for review and approval prior to construction. Engineered drawings and construction plans shall be provided to COUNTY to allow adequate review. COUNTY staff shall review the plans for compliance and provide a response within 30 days. This approval process shall not take the place of the site plan and building permit procedures provided by Brevard County code or any other code or regulation applicable to the property.
- f. The SHERIFF shall provide COUNTY and EFSC with SHERIFF's general operational rules, regulations, policies, and procedures as established by the SHERIFF.

- g. As lessee of the RANGE, BUILDING and/or proposed DRIVING PAD, SHERIFF assumes any and all liability arising out of and during its use of the RANGE, BUILDING and/or proposed DRIVING PAD, and its management of the RANGE, BUILDING and/or proposed DRIVING PAD, when other agencies are using said RANGE, BUILDING and/or proposed DRIVING PAD. The Parties agree that SHERIFF will require all personnel utilizing the facilities to sign an assumption of risk, as well as an indemnity and hold harmless that indemnifies both the SHERIFF and COUNTY from any and all claims or losses that may proximately result from training activities conducted at the site. The required forms are at **ATTACHMENT B**.
- h. As lessee of the facilities, SHERIFF is responsible to develop and enforce safety protocols for use to ensure the safety of all participants.
- i. The Parties agree that SHERIFF is responsible to enforce adequate environmental management practices to avoid or reduce degradation of the environment or harm to human health, to include periodic mitigation procedures. In creating its environmental management practices, the SHERIFF will consult the environmental management practices from the Department of Environmental Protection's best management practices for Environmental Stewardship of Florida's Shooting Ranges (see section 790.333, Florida Statutes). Such practices shall include, but are not limited to, control and containment of projectiles, prevention of the migration of projectiles and their constituents to ground and surface water, periodic removal and recycling of projectiles, and documentation of actions taken.
- j. The SHERIFF will routinely test the RANGE for lead and mitigate lead as required by law. Periodically, the SHERIFF will have the RANGE inspected by the Florida Department of Law Enforcement to ensure it meets the standards of a firing range.
- k. The SHERIFF, at its own expense, shall keep in force and at all times maintain during the term of this Contract:
  - (a) General Liability Insurance: General Liability Insurance issued by responsible insurance companies and in a form acceptable to the COUNTY, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence. Additionally, the SHERIFF will obtain a policy insuring the firing ranges and the RANGE, with each individually annotated on the policy.

(b) Worker's Compensation Coverage: SHERIFF shall provide full and complete workers' compensation coverage, as required by State of Florida law. (c) Insurance Certificate: The SHERIFF shall provide the COUNTY with Certificates of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the COUNTY. Said liability policies shall provide that the COUNTY be an additional insured. The COUNTY shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the COUNTY and licensed and authorized under the laws of the State of Florida.

(c) SHERIFF agrees and understands that the COUNTY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the SHERIFF'S interests or liabilities but are merely minimums. It is the SHERIFF'S responsibility to comply with all local, State and Federal requirements in relation to their activities on the property at Pluckebaum road.

**6. COUNTY'S Responsibilities:**

- a. To adopt and acknowledge upon execution of this Agreement that the Lease Agreement adopted by the Board on July 21, 2015, necessarily includes the SHERIFF'S right to operate, use, occupy, and improve the RANGE located on the land located in Parcels 251 and 253, East of I-95, in Section 1, Township 25S, Range 35E. COUNTY recognizes all SHERIFF's day-to-day operations, liability and oversight of the facilities belongs to the SHERIFF.
- b. COUNTY assigns all routine maintenance responsibilities to the area surrounding the RANGE, as well as any necessary ground cleanup and contamination cleanup to the SHERIFF as lessee of the property.
- c. COUNTY assigns all routine maintenance responsibilities to the BUILDING to EFSC and the SHERIFF as described herein.

**7. Joint Responsibilities:**

- a. That PARTIES will work together cooperatively to ensure agreement as to all modifications to the facilities.
- b. The PARTIES agree that the scope of this Agreement is strictly limited to the RANGE and the BUILDING as identified and in no way

shall be interpreted as affecting or impacting any rights, privileges, ownership interests, operations, or oversight of any other physical structure(s) currently located or proposed on Brevard County property at the FARM.

- c. The PARTIES understand and agree that the RANGE is unusable in its current condition. The PARTIES agree that EFSC's access to any firing range on Brevard County property at the FARM, prior to the finalization of any and all mitigation, design, remediation, construction and completion of all capital improvements to the RANGE, will be at the sole discretion of the SHERIFF or his designee.
8. **Relationship:** Nothing herein shall create or be construed to create an employer-employee, agency, or joint venture between the PARTIES.
  9. **Entire Agreement:** The PARTIES agree that except as specifically stated herein, this Agreement constitutes the entire agreement between the PARTIES and supersedes all agreements, representations, warranties, statements, promises, and understandings not specifically set forth in this Agreement or in the certificates or documents delivered in connection herewith. No Party has in any way relied nor shall in any way rely upon any oral or written agreements, representations, warranties, statements, promises, or understandings not specifically set forth in this Agreement or in such certificates or documents.
  10. **Governing Law and Venue:** The PARTIES agree that this Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Florida without regard to that state's conflict of laws principles. Venue in any litigation arising out of this Agreement shall lie exclusively in the appropriate state court situated in Brevard County, Florida.
  11. **Modifications:** The PARTIES agree that no change or modification of this Agreement shall be valid unless the same is in writing and signed by all the PARTIES hereto.
  12. **Notice:** The PARTIES agree that all communications required or permitted to be given hereunder shall be in writing and shall be given to the appropriate Parties by personal delivery or sent by certified or registered mail, return receipt requested, postage prepaid. Mailed notices shall be addressed to the Parties at the addresses set forth below, but each Party may change the address by written notice in accordance with this Paragraph 12. Refusal of the mailing by any Party shall be deemed to be receipt of the writing for purposes of this Agreement.

**As to EFSC:**

Eastern Florida State College  
Attention: Office of the President  
3865 N. Wickham Rd.  
Melbourne, FL 32935

With a copy to:

Mike Richey  
Eastern Florida State College  
Attention: General Counsel  
3865 N. Wickham Rd.  
Melbourne, FL 32935

**As to the COUNTY:**

Brevard County Manager's Office  
Attention: County Manager Frank Abbate  
2725 Judge Fran Jamieson Way, Bldg. C  
Viera, FL 32940

With a copy to:

Morris Richardson  
County Attorney  
2725 Judge Fran Jamieson Way, Bldg. C  
Viera, FL 32940

**As to the SHERIFF:**

Wayne Ivey, SHERIFF  
Brevard County SHERIFF's Office  
700 Park Avenue  
Titusville, Florida 32780

With a copy to:

Alan Diamond  
Chief Legal Counsel  
Brevard County SHERIFF's Office  
340 Gus Hipp Blvd.  
Rockledge, FL 32955

13. **No Third-Party Rights:** This Agreement is for the benefit of the PARTIES. No other person is intended to be a beneficiary under this Agreement. No employee of the PARTIES shall derive any property right in his/her

employment not otherwise enjoyed by such employee, by virtue of this Agreement.

14. **Authority:** The PARTIES acknowledge that, by the signing of this Agreement they have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under this Agreement, and no approvals or consents of any persons other than the Parties are necessary in connection with this Agreement.
15. **Assignment:** The PARTIES shall not assign nor transfer their respective obligations under this Agreement, but this Agreement shall continue in full force and effect notwithstanding the election or appointment of a SHERIFF who succeeds the SHERIFF in office; a Board of County Commissioners that succeeds the current Board; or a Board of Trustees that succeeds the current Board. This Agreement shall be binding on the PARTIES' respective successors.
16. **Severability:** To the extent that any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this Agreement, and the validity and enforceability of the remainder of such provision, if any, and of this Agreement shall be unaffected.
17. **Counterparts:** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
18. **Confidentiality:** The PARTIES acknowledge that many of their communications and documentation pertaining to this Agreement may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each PARTY acknowledges and agrees that it will comply with all aspects of Florida law relative to this Agreement, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems / features, personnel schedules, duties, assignments, security personnel numbers, plans, records and meetings that may be exempt from public access or disclosure.
19. **Filing of Copy of this Agreement:** In accordance with the provisions of Section 163.01(11), Florida Statutes, the SHERIFF shall file an original of this fully executed Agreement with the Clerk of the Circuit Court in and for Brevard County, Florida.

20. **Public Records:**

**IF PARTIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 AND 281, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THEY SHALL CONTACT THE SHERIFF'S CUSTODIAN OF RECORDS (CURRENTLY SUPERVISOR CORRINE MANLEY) AT 321-264-5214, RECORDS@BCSO.US, BREVARD COUNTY SHERIFF'S OFFICE, ATTENTION: RECORDS, 700 PARK AVENUE, TITUSVILLE, FLORIDA 32780; EFSC'S CUSTODIAN OF RECORDS AT 321-433-7070 PUBLIC.RECORDS@EASTERNFLORIDA.EDU, EASTERN FLORIDA STATE COLLEGE OFFICE OF HUMAN RESOURCES, COCOA CAMPUS, BLDG. 2, RM. 103, 1519 CLEARLAKE RD, COCOA, FL 32922; OR BREVARD COUNTY'S PUBLIC RECORDS REQUEST COORDINATOR AT (321) 633-2071, OR BY EMAILING YOUR REQUEST TO PUBLICRECORDSREQUEST @ BREVARDFL.GOV.**

**[SIGNATURE PAGE IS THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date set forth above.

**THE DISTRICT BOARD OF TRUSTEES OF EASTERN FLORIDA STATE COLLEGE, FLORIDA:**

**BREVARD COUNTY SHERIFF'S OFFICE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
**Wayne Ivey**  
**Sheriff of Brevard County**

Signed on: \_\_\_\_\_  
Nunc pro tunc to \_\_\_\_\_

Signed on: \_\_\_\_\_  
Nunc pro tunc to \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Mike Richey, General Counsel

\_\_\_\_\_  
Alan Diamond, Chief Legal Counsel

Signed on: \_\_\_\_\_  
Nunc pro tunc to \_\_\_\_\_

Signed on: \_\_\_\_\_  
Nunc pro tunc to \_\_\_\_\_

**ATTEST:**

  
\_\_\_\_\_  
Rachel Sadoff, Clerk to the Board

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

By:   
\_\_\_\_\_  
**Rob Feltner, Chairman**

As approved by the Board on 2/25/2025

Approved as to Form:

  
\_\_\_\_\_  
Morris Richardson, County Attorney



# ATTACHMENT A



**ATTACHMENT B**

**Insert hold harmless documents**

Meeting

Item: F. 9.

Motion By: KD

2<sup>nd</sup> By: KA

Commissioner	District	Yes	No
Commissioner Delaney	1	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vice Chair Goodson	2	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Commissioner Adkinson	3	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Commissioner Altman	5	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chairman Feltner	4	<input checked="" type="checkbox"/>	<input type="checkbox"/>