

**F. Consent Agenda - Parks and Recreation Department  
ITEM 14.**



**AGENDA REPORT  
April 23, 2019**

**Approval, Re: Resolution and Lease with The Pillar of Hope Worldwide  
Outreach, Inc. (District 1)**

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**SUBJECT:**

Approval, Re: Resolution and Lease with The Pillar of Hope Worldwide Outreach, Inc.  
(District 1)

**FISCAL IMPACT:**

Approval of this action will result in revenue in the amount of \$4,320 annually in North Area Parks Operations.

**DEPT/OFFICE:**

Agenda Coordinator

**REQUESTED ACTION:**

It is requested the Board of County Commissioners approve and authorize the Chair to execute the Resolution and Lease Agreement with The Pillar of Hope Worldwide Outreach, Inc.

**THIS ACTION REQUIRES A SUPER MAJORITY VOTE.**

**SUMMARY EXPLANATION and BACKGROUND:**

Cuyler Park is a 13.31 acre park that has served as a neighborhood gathering place since 1913. The Community Center was built with Community Development Block Grant funding in 1989 and houses a gymnasium, activity room, and Learning Center. The Annex community room was added in 1995. The outdoor facilities include athletic fields and a shaded area with a playground, benches, and three pavilions with grills.

The Pillar of Hope Worldwide Outreach, Inc. was established in 2011 with the purpose of serving the spiritual and physical needs of the community by providing a variety of skills enrichment programs: segments to assist with obtaining GED, basic education services, social services activities such as after school tutoring programs, gang intervention and prevention, domestic violence, behavioral health support, family services, job training support, and economic development support.

The Pillar of Hope Worldwide Outreach, Inc. is desirous of leasing a 1,000 square foot room located at Cuyler Park to provide the community resources offered by their organization. If approved, the proposed Lease would grant use of the space for a term of

two years with a renewal option of a subsequent 2 years and an additional 1 year. Rent would be established at \$360 per month with the option to increase, at the Parks and Recreation Director's discretion, annually by a maximum of 3% percent of the previous year's rent.

Adoption of the Resolution confirms the leased space at Cuyler Park by The Pillar of Hope Worldwide Outreach, Inc. and will serve the public interest, will serve a public purpose, and constitutes a service that could not be provided by the local government. The Resolution and Lease have been reviewed and approved by Risk Management and the County Attorney's Office.

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 Interent Website at least five days prior to the public meeting and also requires a supermajority vote by the Board.

On Thursday, April 11, 2019, the North Brevard Parks and Recreation Advisory Board unanimously approved leasing an area in Cuyler Park Community Center to Pillar of Hope Worldwide Outreach, Inc.

**CLERK TO THE BOARD INSTRUCTIONS:**

Two originals - call Melissa at 633-2046 X15 when ready for pick up.

**ATTACHMENTS:**

**Description**

- ▢ **Pillar of Hope Public Notice**
- ▢ **Pillar of Hope Contract**
- ▢ **Pillar of Hope RM and CAO Approvals**
- ▢ **Pillar of Hope Resolution**

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## INITIAL CONTRACT REVIEW AND APPROVAL FORM

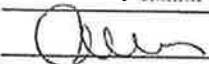
### SECTION I - GENERAL INFORMATION

<b>1. Contractor:</b> The Pillar of Hope Worldwide Outreach Inc.	
<b>2. Fund/Account #:</b>	<b>3. Department Name:</b> Parks and Recreation
<b>4. Contract Description:</b> Lease of Classroom 2 at Cuyler Park	
<b>5. Contract Monitor:</b> Melissa Renninger	<b>7. Contract Type:</b>  LEASE/RENTALS
<b>6. Dept/Office Director:</b> Mary Ellen Donner	

### SECTION II - REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Davis, Jeff <small><i>Digitally signed by Davis, Jeff Date: 2019.03.04 13:37:46 Z000</i></small>	
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>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Renninger, Melissa <small><i>Digitally signed by Renninger, Melissa Date: 2019.03.04 15:15:26 -0500</i></small>	03/01/2019
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Matt Lairsey	03/04/2019
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>		3/13/2019

### SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<u>CM DATABASE REQUIRED FIELDS</u>	<u>Complete</u> ✓
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	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract 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 (Initial Contract Form with County Attorney/ Risk Management 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 5:00 p.m. on April 9, 2019 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 Contract with The Pillar of Hope Worldwide Outreach, Inc. for the leasing of Classroom Two located at Cuyler Park. Any person objecting to the Agreement 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 48 hours prior to the public meeting at 321-633-2012.



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

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

April 24, 2019

**M E M O R A N D U M**

**TO:** Mary Ellen Donner, Parks and Recreation Director

**RE:** Item F.14., Resolution and Lease with The Pillar of Hope Worldwide Outreach, Inc. for Area at in Cuyler Park Community Center

The Board of County Commissioners, in regular session on April 23, 2019, adopted Resolution No. 19-067; and authorized the Chair to execute a Lease Agreement with The Pillar of Hope Worldwide Outreach, Inc. for an area in Cuyler Park Community Center. Enclosed are one fully-executed Resolution and one executed Lease Agreement.

**Upon execution by The Pillar of Hope Worldwide Outreach, Inc., please return a fully-executed Lease Agreement to this office for inclusion in the official minutes.**

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Rowe*

Tammy Rowe, Deputy Clerk

Encls. (2)

cc: Finance  
Budget

**Exhibit "A"**

**Resolution Number 2019- 067**

**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, The Pillar of Hope Worldwide Outreach, Inc.** a 501(c)(3) tax exempt Not For Profit Corporation organized under the laws of the State of Florida (hereinafter referred to as "Contractor") 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 Classroom 2 of the County public park known as **Cuyler Park** (hereinafter referred to as the "Facility");

**Whereas**, the Contractor desires to operate and maintain the Facility for the benefit and enjoyment of the population of Brevard County; and

**Whereas**, the County finds that the Contractor's proposed use of the Facility 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 **Cuyler Park** 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 is a County owned facility and was constructed for the purpose of public programs and services.
3. The County has determined that this portion of the Facility is not needed by the County.
4. The Contractor shall operate and maintain the Facility to provide skills enrichment programs, education, after school tutoring, behavioral health support, job training support, economic development support and other programs.
5. The County shall enter into a lease, attached as **Exhibit A**, with the Contractor 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 \$360.00 per month.
7. This Resolution shall take effect immediately upon its adoption. No obligation to Lease the Facility to the Contractor shall arise until the Lease is executed by both parties.
8. In the event the Contractor fails to comply with the Lease, then the Facility shall immediately revert to the County which shall thereafter have the right to reenter and repossess the property.

**Done, Ordered, and Adopted** this 9<sup>th</sup> day of March 2019.

**Attest:**

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

  
\_\_\_\_\_  
**Scott Ellis, Clerk**

**By:**   
\_\_\_\_\_  
**Kristine Isnardi, Chair**

As approved by the Board on April 9, 2019.



## Parks and Recreation Department



### LEASE

**This Contract** made and entered into 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 **The Pillar of Hope Worldwide Outreach, Inc.**, a 501(c)(3) tax exempt Not For Profit Corporation organized under the laws of the State of Florida (hereinafter referred to as "Contractor").

**Whereas**, the County is the owner, Contractor, or authorized administrator of certain real property located in Brevard County, Florida, commonly known as Cuyler Park, hereinafter referred to as "Park", located at 2329 Harry T. Moore Avenue, Mims, FL 32754; and

**Whereas**, the County desires to lease certain buildings, structures, grounds, equipment and facilities, located within the Park; and

**Whereas**, the Contractor has a desire in providing skills enrichment programs, education, after school tutoring, behavioral health support, job training support, economic development support and other programs as hereinafter set forth; 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 may provide parks, preserves, playgrounds, recreation areas, and other recreational and cultural facilities and programs pursuant to Section 125.01(1)(f), Florida Statutes; and

**Whereas**, the approved public recreation program(s) provided by the Contractor are of a nature that could be provided by local, state or other governmental entity; 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 by local government, and are compatible with the County purposes for which the Park was constructed.

### W i t n e s s e t h:

**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.



1. **Leased Property.** The County hereby leases to the Contractor and the Contractor hereby leases from the County a one thousand square foot room, commonly known as "Classroom Two" located at the Park (hereinafter referred to as "Facility" and attached hereto as **Exhibit "B"**). The Facility 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. Use of other Parks and/or facilities by the Contractor must have prior approval of the Area Manager and are subject to the fees and charges outlined in the Brevard County Parks and Recreation Department Fee Schedule adopted by the Board of County Commissioner and in effect at the time of requested use.
2. **Representation by Contractor.** The Contractor represents that it is a Florida Not For Profit Contractor under the laws of Florida as described in Section 501(c)(3) of the Internal Revenue Code as amended, and is exempt from federal income tax pursuant to Section 501(a) of said Code.
3. **Term.** This Contract shall be effective from the date of the last signature for a period of two years. It is hereby mutually agreed and understood that the Contractor may request renewal of this Contract for an additional two year term and a subsequent renewal for an additional one year term. Each Contract renewal will be subject to renegotiation, including the contracted monthly rent. The County will notify the Contractor, in writing, ninety days prior to the expiration of the Contract as to its intent to negotiate a contract renewal.
4. **Rent.** The rent for the Facility shall be three hundred sixty dollars per month plus all applicable sales tax, due the tenth day of each month and payable in advance by the Contractor. It is hereby mutually agreed and understood that the rent may be increased, at the Parks and Recreation Director's discretion, annually by a maximum of three percent of the previous year's rent.
5. **Americans with Disabilities Act Compliance.** The County and Contractor shall conform to current requirements of the Americans with Disabilities Act (ADA) in the performance of this Contract, and shall not cause or place in the Park and/or Facility any condition causing the Park and/or Facility to become non-compliant. The parties shall work together to cure any known violations of the ADA that may occur.
6. **Alterations, Changes and Additions.** Any improvements, structural changes, alterations, or repairs, to the Facility by the Contractor must be requested in writing to the County, and mutually agreed upon by the County and the Contractor, with written permission granted by the Parks and Recreation Director or designee, 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 Contractor to the Facility shall be submitted in writing to and approved by the Parks and Recreation Director or designee 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 fee simple title holder. If the Facility requires closure for an extended period of time, it shall be requested by Contractor thirty days in advance.

7. **Assignment for Occupation by Other Persons.** Contractor agrees not to assign the Park and/or Facility, any part thereof, or any right or privilege connected therewith, without first obtaining the County's written consent, which consent the County may withhold in its sole discretion. Consent on one occasion by the County shall not be consent to a subsequent assignment, or occupation by other persons. Contractor's unauthorized assignment or license to occupy shall be void, and shall terminate the Contract at the County's option. Contractor'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.
8. **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.
9. **Background Investigation Check.** Contractor shall perform a High Level background screening on the Contractor's employees, contractors, subcontractors, agents, representatives and volunteers and other persons providing services at the Facility at no cost to the County. High Level Background screening includes the following:
  - Brevard County Clerk of Courts, Brevard Electronic Court Application
  - Fingerprinting (Florida Department of Law Enforcement and National Federal Bureau of Investigations Criminal check through Volunteer & Employee Criminal History System)
  - Department of Juvenile Justice check on individuals under the age of 18 when applicable and allowed in lieu of fingerprinting
  - National Sex Offender Public Website
  - Reference Checks
  - Prior employment check
  - Education/Licensing verification (case-by-case)
  - Driver's license check (case-by-case)
  - Drug Testing (case-by-case)

Contractor is responsible for compliance and providing written verification that all employees, contractors, subcontractors, agents, representatives, volunteers and other persons providing a service at the Facility have been screened. The Contractor 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 Parks and Recreation Director may deny the Contractor the ability to utilize a staff member, volunteer or any other person providing a service at the Facility based on the results of the background screening, at the Parks and Recreation Director's discretion. The Parks and Recreation Director shall abide by Brevard County's policy, attached hereto as **Exhibit "C"** on background screening in determining if a person

shall be disqualified from working at the Facility. Upon completion of the initial background screening, a re-screening at the same Level will occur at a minimum of every five years.

- 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.
- 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 Contractor in the United States or any other country.
- 12. County's Entry for Inspection and Maintenance.** The County reserves the right to enter the Park and/or Facility at reasonable times to inspect, to perform required maintenance and repair, or to make additions or alteration to any part of the Park and/or Facility, and Contractor agrees to permit the County to do so. The County may, in connection with such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment without incurring liability to Contractor for disturbance of quiet enjoyment of the Park and/or Facility, or loss of occupation thereof, unless done so in an unreasonable, willful, or negligent manner.
- 13. Default.** The occurrence of one or more of the following events shall constitute a default by the Contractor under this Contract:
- A.** Failure or refusal to pay any amount of rent or any other monetary obligation owed by the Contractor hereunder, when due, where such failure continues for a period of five days after written notice thereof from the County to the Contractor.
  - B.** Failure of the Contractor to observe or perform any other covenant, obligation or condition of this Contract, where such failure shall continue after written notice thereof from the County to the Contractor. If the nature of the default is such that more than fifteen days are reasonably required for its cure, then the Contractor shall not be deemed to be in default if the Contractor shall commence such cure within said fifteen day period and thereafter diligently prosecute such cure to completion, which completion shall not occur no later than thirty days from the date of such notice from the County.
  - C.** Any waiver by the County of a breach of covenant of this Contract by the Contractor shall not be construed as a waiver of subsequent breach of the same covenant. No breach for a covenant of this Contract shall be deemed to have been waived by the County unless the waiver is in writing signed by the County.
  - D.** Upon occurrence of one or more of the foregoing events of default, the County Manager, or designee, as hereby specifically delegated this authority by the Board of County Commissioners of Brevard County, Florida, may elect to terminate this Contract.
  - E.** The County shall in no event be charged with default in any of its obligations hereunder unless and until the County shall have failed to perform contractual obligations thirty days after written

notice to the County by the Contractor specifically describing such failure. If the County fails to perform any of its contractual obligations under this Contract and such failure is not cured within thirty days (or such additional time as is reasonably required to correct any such default) of receipt of written notice of default, the Contractor's sole legal remedy for said default is to, terminate this Contract upon written notice to the County.

**14. Dissolution.** In the event the Contractor 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 Contractor upon condition requiring return must be returned in accordance with such requirements and the requirements of Chapter 617, Florida Statutes.

**15. 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 Park, 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. Contractor 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 Park and/or Facility by agencies which support the emergency response and recovery such as the Red Cross, Federal Emergency Management Agency and others. The County and Contractor 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 Facility, Contractor occupancy and any duties or obligations hereunder will be suspended. Any maintenance, damage, restoration, or repair to the Park and/or Facility necessitated during any suspension of Contractor'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 Contractor's occupancy, shall all be diligently completed by the County, at the expense of the County, prior to Contractor reoccupying the Facility. As used herein, an "emergency" will be defined as a period of civil unrest or riot, a period during which the military needs the Park and/or Facility 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 Park and/or Facility, 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, "E.O.C." as an emergency.

**16. Entire Contract.** This Contract, together with any Exhibits, constitutes the entire Contract between the County and Contractor 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 hereto. As of the Effective Date of this Contract, all authority, permission, and right, express or implied, heretofore granted or

inferred to be granted by the County to Contractor to operate Facility shall be terminated, and Contractor shall cease operating any Facility other than as permitted by this Contract.

**17. E-Verify,**

**The Contractor:**

- A. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the term of the Contract; and
- B. 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 contract term; and
- C. Agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participations by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor'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 contractor 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 contractor 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.

**18. Fees and Charges.** The Contractor may establish reasonable membership dues, registration fees, admission fees or donations to help defray the expenses of the Contractor. The fee schedule shall be submitted to the Parks and Recreation Director. Said fee schedule shall be subject to approval at the Parks and Recreation Director's discretion.

**19. Florida Public Records Law.** Pursuant to Section 119.0701 Florida State 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 Contractor of the request and the Contractor must provide the records to the County or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so the County can comply with the requirements of Sections 119.07 Florida State Statute. The Contractor 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 the Contractor fails to provide the requested public records to the County within a reasonable time, the Contractor may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. Sections 119.0701, 119.110 Florida State Statutes. The Contractor's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination.

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

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contract the custodian of public records at (321) 633-2046.**

- 20. 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, Contractor shall timely pay all rent due as otherwise provided herein.
- 21. 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.
- 22. Illegal, Unlawful, or Improper Use.** Contractor shall make no unlawful, improper, immoral, or offensive use of the Park and/or Facility nor will the Contractor use the Facility or allow the use of the Facility for any purpose other than that hereinabove set forth. Failure of Contractor to comply with this provision shall be considered a material breach of this Contract and subject same to immediate termination by the County, where upon the County shall be entitled to immediately re-enter and retake possession of the Facility and terminate this Contract.
- 23. Indemnification.** Contractor shall indemnify and hold harmless the County and its employees from all claims, damages, losses, and expenses, including attorney's fees, arising out of or associated with the use, occupation, management or control of the Facility or any improvements or any furniture, furnishings, equipment and fixtures utilized in connection with the Facility by Contractor unless such claims, damages, expenses, or losses are caused solely by acts of the County, its employees, or other persons not a party to this Contract acting on the County's request. Contractor agrees that it will, at its own expense,

defend any and all such actions, suits, or proceedings which may be brought against the County in connection with Contractor's use, occupation, management or control of said Facility and that it will satisfy, pay and discharge any and all judgments that may be entered against the County in such action or proceeding. Nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of Section 768.28, Florida Statute.

**24. Independent Contractor.** Contractor shall perform the services under 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 be interpreted or construed to constitute Contractor or any of its agents or employees to be the agent, employee or representative of the County.

**25. Insurance.** Contractor agrees to provide and maintain at all times during the term of this Contract, without cost or expense to the County, policies of insurance insuring the Contractor against any all claims, demands and causes of action whatsoever for injuries received and damages to property in connection with the use, occupation, management or control of the Facility and any improvement thereon. Contractor will procure and maintain, at its own expense and without cost to the County, the following types of insurance. The policy limits required are to be considered minimum amounts. These policies shall be issued by responsible insurance companies and in form acceptable to the County, and the County shall be added on to the policy(ies) as an additional insured

**A. General Liability:** The General Liability Insurance shall be issued by responsible insurance companies and in a form acceptable to the County, protecting and insuring against all the foregoing with combined single limits of not less than One Million dollars for Bodily Injury and Property Damage and Products & Completed Operation; Fire Legal Liability in the amount of Fifty Thousand dollars; and Sexual Abuse and Molestation coverage in the amount of One Million dollars.

**B. Workers' Compensation Insurance:** Contractor shall maintain Workers' Compensation Insurance in accordance with Florida Statute.

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

**D.** The Contractor shall retain title to all personal property purchased by the Contractor and placed at the Facility, unless otherwise agreed to by the parties. The Contractor will obtain approval from the Area Manager prior to placing any personal property or equipment at the Facility. All personal property belonging to the Contractor will be marked in a manner consistent with the character of the property.

- 26. Insurance Certificates.** Contractor shall provide the County with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the County. Said certificates shall provide that the Brevard County Board of County Commissioners is an additional insured and loss payee, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty days prior to the effective date of said action with the exception of ten days for non-payment. 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.
- 27. Licenses, Permits, and Taxes.** Contractor 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 Facility within thirty days of the execution of this Contract by both parties.
- 28. Modifications.** No modification of this Contract shall be binding on the County or Contractor unless reduced to writing and signed by a duly authorized representative of County and Contractor.
- 29. Music Performance.** Contractor shall not use, play or perform copyrighted music, or allow such to be used, played or performed, without appropriate licensing or other permission. Contractor 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. Contractor agrees to indemnify and hold harmless the County from damages for unauthorized use or performance of copyrighted music.
- 30. No Use that Increases Insurance Risk.** Contractor shall not use the Park and/or Facility in any manner, even in its use for the purposes for which the Facility is leased, that will increase the risk covered by insurance on the building where the Facility is located, so as to increase the rate of insurance on the Park and/or Facility, or to cause cancellation to any insurance policy covering the building. Contractor further agrees not to keep at the Facility, or permit to be kept, used, or sold thereon, anything prohibited by the policy of fire insurance covering the Facility. Contractor 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.
- 31. 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.
- 32. Notice.** Notice under this Contract shall be given to the County at Brevard County Parks and Recreation: **North Area Parks Operations, 475 North Williams Avenue, Titusville,**



**FL 32796.** Notice shall be given to Contractor by mailing written notice, postage prepaid to **The Pillar of Hope Worldwide Outreach, Inc., La Shonda Smith, CEO, P.O. Box 236063, Cocoa, FL 32923.** Notice shall be effective upon receipt or five days from mailing, whichever even occurs first.

### **33. Obligations of the Contractor.**

#### **A. General:**

1. The Contractor shall submit a proposed calendar of programs and all schedules of planned activities to the County within ten days after execution of the Contract. Calendars shall be submitted on a monthly basis due by the tenth day of each month for the duration of this Contract.
2. The County shall have the option to rent out the Facility during non-dedicated/usage time. The County shall supply notice fourteen days in advance of said usage.
3. The County reserves the right to utilize the Facility ten days per contract year at no charge to the County; weekend use shall be based on availability. The County shall provide a minimum of thirty days' notice to Contractor for the County's utilization of the Facility.
4. If Contractor wishes to add additional furnishings they must be approved by the Parks and Recreation Department Parks and Recreation Director or designee, prior to installation.
5. Contractor shall maintain a "No-Smoking" policy. The use of sustained flames is strictly prohibited inside the Facility.
6. Signage shall be approved by the Department Parks and Recreation Director or designee, and shall be in compliance with all federal, state, county and municipal laws, ordinances, policies and rules.
7. Advertisements shall be in good taste commensurate with an acceptable family-orientated environment. Advertising of other businesses not related to the operation of the Facility are prohibited.
8. All contractors and subcontractors must be licensed, insured and meet all federal, state, county and municipal laws, ordinances, policies and rules.
9. Contractor shall maintain a high level of public relations that promotes a highly favorable family-orientated atmosphere. Conduct said events and activities in a manner which is courteous and fair to the public.

10. Contractor shall maintain a public website and Contractor contact point which will be updated regularly. All correspondence must be answered within 48 hours of receipt. Contractor contact information shall be posted on the website.
11. Contractor may request any person violating any applicable law, rule or regulation to leave the Facility. If a patron remains in the Facility after such request the Contractor shall immediately notify local law enforcement.
12. Contractor shall immediately report to the County any accident or incident requiring emergency response.
13. Contractor shall cooperate fully with County officials in all matters relating to the Facility.

**B. Repairs and Maintenance:**

1. Contractor shall keep the Facility clean, sanitary, free of litter, rubbish, or any obstacles that are generated by the Contractor. The Contractor shall perform day-to-day janitorial and custodial service of the Facility to include garbage, vacuuming, dusting, cleaning the floors, and interior.
2. The Contractor shall notify the County immediately of maintenance, safety, and/or repair concerns.
3. The use of nails, staples, hot glue or any type of adhesive on trees, walls, furniture, dock, playground equipment and outdoor pavilion is prohibited. The County reserves the right to perform, or have performed, periodic inspections of the cleanliness and sanitation conditions of the Facility.
4. The Contractor shall maintain said property in its present condition, ordinary wear and tear excepted.
5. The Contractor is responsible for any damage to the Facility, or any improvements, furnishings, equipment and fixtures utilized in connection therewith arising out of or connected with the Contractor's use, occupation, management or control of the Facility.
6. The Contractor shall not be responsible for maintenance and repairs due to vandalism unless such vandalism is due to Contractor's negligence.
7. The County shall invoice Contractor for repair costs resulting from Contractor's use of the Facility. Payment of said invoice shall be due within five days of mailing of said invoice.

8. All light bulbs replaced by Contractor must meet current energy standards in use by County. Contractor shall adhere to any and all electrical conservation policies established by the County.
9. Existing electrical locations within the Facility may be inadequate for the needs of certain events. Any damage to existing electrical services due to overload shall be the responsibility of Contractor.

**34. Obligations of the County:**

- A. The County shall be responsible for keeping the parking area, sidewalks and area adjacent to the Facility in a clean, neat, and sanitary manner, and free of debris.
- B. Except as otherwise provided in the Contract, and except due to damage caused by Contractor, its invitees, employees, or other persons associated with Contractor, all roofing, roof drains, sewers, wastewater/sewer lines, structural outside walls, foundations, and structural portions of the Park and/or Facility shall be maintained, replaced and repaired by the County at its expense.
- C. The County shall be responsible for normal preventative maintenance of the electrical system, plumbing system, and HVAC system - the electrical system from the meter including the power distribution and lighting systems, the plumbing system from the meter to the building and all interior fixtures and piping. Preventative maintenance encompasses regular examination, inspection, lubrication, testing and adjustments of equipment to ensure their proper functionality and to reduce their rate of deterioration.
- D. All inspections, maintenance, repair and monitoring costs associated with the security and fire systems shall be the responsibility of The County. The County, at its expense, shall be responsible for the installation, inspection, and replacement of the fire alarm system.
- E. The County shall pay reasonable costs of all public utility charges. Said charges shall include telephone, electric, gas, water, sanitary sewer, and garbage collection which is provided to the Facility by the County, City or any other public agency or public utility.
- F. After consultation with Contractor, the County shall determine the proper climatic control to ensure comfort and promote energy efficiency Contractor shall be responsible for utility costs resulting from excessive use of the Facility's utilities.
- G. The Area Manager may authorize issuance of keys to provide access to the Facility utilized by the Contractor. If a key is lost by the Contractor, the Contractor may be responsible, at the County's discretion, for all costs associated with the replacement of the key(s) and lock(s) as necessary, as well as all repairs and/or replacement of equipment and materials needed due to the loss of the key(s). These costs include but are not limited to personnel, materials, and equipment. The Contractor will be

responsible for all organizational costs created by inappropriate use of key(s) including but not limited to light fees, etc.

35. **Partial Destruction of Premises.** Partial destruction of the Facility shall not render this Contract void, or terminate it except as herein provided. If the Facility 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 Facility is more than one-third destroyed, County or Contractor may at its option terminate this Contract, giving ninety day notice to the other party.
36. **Permitted Activities.** The Facility shall be operated to provide well rounded programs and services to the population of northern Brevard County so that one activity does not dominate the availability of use of the Facility. The Contractor shall strive to develop a variety of diverse programs and services that meet the recreational, physical, financial, health, social, nutritional, and educational needs of all socioeconomic levels of the population of the County. Permitted activities include but are not limited to skills enrichment programs, education, social service activities, behavioral health support, job training support and economic development support. Contractor shall operate the Facility without regard to race, color, religious creed, national origin, ancestry, age, gender, marital status or disability.

The ongoing operation of the Facility will be the responsibility of the Board of Parks and Recreation Directors of the Contractor in coordination with the County. A representative from the County shall serve as County Liaison for the Board of Parks and Recreation Directors. When requested, the Contractor shall provide a list to include names, addresses, and phone numbers of the Board of Parks and Recreation Directors of the Contractor, and additionally shall provide notification of any changes to said officers that may occur in the course of the year.

37. **Public Entity Crimes.** A person or affiliate who had been placed on the convicted Contractor 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.

- 38. Responsibility.** The Contractor's President shall be responsible for ensuring the Contractor is abiding by the terms of this Contract. The Area Manager shall be responsible for assuring the contents of this Contract are properly applied.
- 39. Reverter and Right of Re-Entry and Repossession.** Notwithstanding any provisions of this Contract to the contrary, in the event the Facility is not used or ceases to be used for the public purposes set forth herein, the Contract shall immediately cease and the Facility shall revert to the County which shall thereafter have the right to re-enter and repossess the Facility.
- 40. Right to Audit Records.** In the performance of this Contract, the Contractor shall keep books, records, and accounts 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 Contractor 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 Contractor shall retain all documents, books and records for a period of five (5) 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 Instructor 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 Contractor shall ensure that 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 Contractor does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Contract, the Contractor may transfer, at no cost to the County, all public records in possession of the Contractor. If the Contractor transfers all public records to the County upon termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

The Contractor shall prepare an annual financial statement and shall submit same to the Parks and Recreation Parks and Recreation Director, or designee, no later than January 31<sup>st</sup> of each calendar year.

- 41. 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.
- 42. Statutes, Laws, Rules and Regulations.** The Contractor's use of the Facility will be in accordance with all applicable laws, rules, regulations, policies and procedures approved by the Department and/or the Brevard County Board of County Commissioners. The

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

It shall be the Contractor'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. Contractor shall provide to the County written evidence of current satisfactory health inspections at all times.

43. **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.
44. **Supervision.** The Contractor shall be solely responsible for the proper safety, supervision training and equipping of all participants. The Contractor shall provide and administer adequate personnel to supervise all activities sponsored or sanctioned by the Contractor, which shall take place at the Facility with staff to child ratio standards. The Contractor shall provide all employees, contractors, subcontractors, agents, representatives and volunteers and other persons providing services at the Facility a uniform (t-shirt) to be worn at all times
45. **Surrender of Premises.** Contractor shall surrender the Facility to the County at the end of the Contract term in generally the same condition as when Contractor 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, Contractor shall remove all business signs or symbols placed on the Facility by Contractor and restore the portion of the Facility on which they were placed in the same condition as before placement.
46. **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.
47. **Unauthorized Alien Workers.** Brevard County will not intentionally award publicly-funded contracts to any Contractor 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 Contractor 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.
48. **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.

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

Attest:

Board of County Commissioners  
of Brevard County, Florida

By: 

Scott Ellis, Clerk

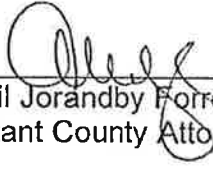
By: 

Kristine Isnardi, Chair

4/9/19 Date

Reviewed for Legal Form and Content:

As Approved by the Board on April 9, 2019

  
Abigail Jorandby Forrester  
Assistant County Attorney

Witness:

The Pillar of Hope Worldwide Outreach, Inc.

\_\_\_\_\_  
Date

By: \_\_\_\_\_

La Shonda Smith, CEO

\_\_\_\_\_  
Date

Witness:

\_\_\_\_\_  
Date

State of Florida  
County of Brevard

The foregoing instrument was acknowledged this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ who personally appeared before me or provided as form of identification and who affirms that he/she signed the instrument voluntarily for the purpose expressed in it.

\_\_\_\_\_  
Signature of Notary of Public

\_\_\_\_\_  
Name of Notary of Public  
(print, type or stamp)

My Commission Expires: \_\_\_\_\_

**Exhibit "A"**

**Resolution to be approved by Board of County Commissioners**



Exhibit "B"

## Cuyler Park

2329 Harry T. Moore Avenue  
Mims, FL 32754



2011 Aerial

## Brevard County Parks and Recreation

2725 Judge Fran Jamieson Way  
Viera, FL 32940

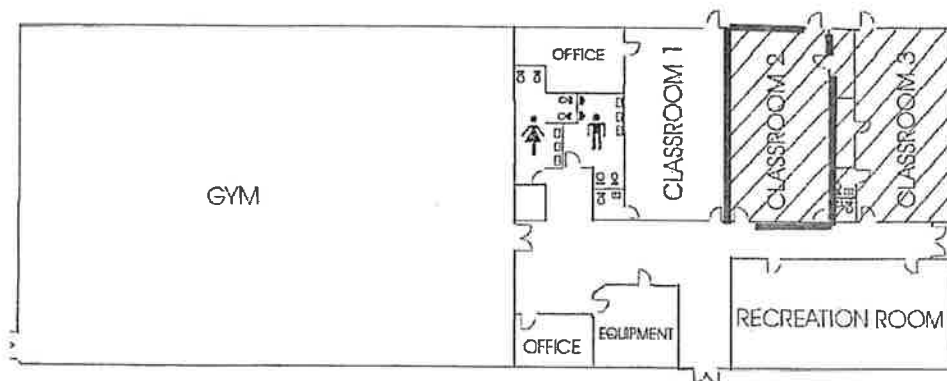
0 50 100 Feet



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

**Exhibit "B"**

CUYLER COMMUNITY CENTER



## Exhibit "C"



BOARD OF COUNTY COMMISSIONERS

### ADMINISTRATIVE ORDER

NUMBER: AO-05  
CANCELS: 04/24/15  
APPROVED: 06/12/18  
ORIGINATOR: Human Resources  
REVIEW: 06/12/21

Title: Background Investigation Checks

#### I. PURPOSE AND SCOPE

To establish a consistent, county-wide procedure for conducting background investigation checks.

#### II. DEFINITIONS AND REFERENCES

Applicant – An external applicant or volunteer being considered for a position or a current employee being considered for a position with a higher security level as the result of a promotion, transfer or demotion.

- B. At-Risk Population- Children, elderly, disabled, and those whom cannot defend themselves. Example of settings in which individuals come into contact with at-risk populations include, but are not limited to:
- Daycare: senior citizen centers and community day programs for children.
  - Group Home: placements for children under the care of the State as a result of abuse or neglect or as a consequence of delinquency.
  - Program activities involving children on school property.
  - Shelters: homeless, domestic violence or special needs emergency shelters.
  - Youth development programs.
  - Volunteer programs for the elderly or individuals with disabilities; such as, Meals on Wheels or other community/volunteer programs.
  - Library areas/programs designated for children.
  - Park areas/programs designated for children.
- C. Background Investigation Handbook – a handbook with detailed information about how to complete and interpret the background checks.
- D. Background Checklist – a form used to track the results of the background checks performed by the Department/Office.

- E. Conviction – defined as a law violation where there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld.

NOTE: A "yes" answer to the question of law violation on the application will not automatically bar the applicant from employment. The nature, job-relatedness, severity and date of the offense in relation to the position for which they are applying will be considered.

- F. Recertification – Frequency which each Department/Office reinvestigates each employee's or volunteer's criminal history.

G. **SECURITY LEVELS:**

**High Level (Level I)** – Applies to an employee or volunteer who has unsupervised access and/or contact with individuals identified as being in the at-risk population.

**Moderate Level (Level II)** – Applies to an employee or volunteer who has supervised access and/or contact with individuals identified as being in the at-risk population.

**Low Level (Level III)** – All other employees or volunteers who do not fit into the High or Moderate security levels.

- H. VECHS – an acronym for the Volunteer & Employee Criminal History System at the Florida Department of Law Enforcement (FDLE). The VECHS program agreement allows Brevard County to submit state and national checks for employees and volunteers, as needed.
- I. F.S. 112.011 – Felon; removal of disqualifications for employment, exceptions.
- J. F.S. 943.04351 – Search of registration information regarding sexual predators and sexual offenders required prior to appointment or employment.

**III. RESPONSIBILITIES**

- A. Each Department/Office Director shall establish a background investigation check procedure which ensures that the guidelines in this Administrative Order are met.
- B. Each Department/Office will utilize the guidelines in this Administrative Order or will adhere to statutory/contractual requirements, whichever is more stringent.
- C. Each Department/Office shall be responsible for verifying that each applicant

meets the requirements for the job, including educational and/or licensing verification, driver's license check.

- D. Each Department/Office shall be responsible for checking and documenting a total of three (3) of the applicant's employment and/or personal references. Document if the applicant has insufficient work history (i.e.; a student with no experience or someone returning to the workforce after a long absence) or is a volunteer. Due diligence must be used in obtaining these references, but if no response is received, documentation should be made of what efforts were made. Reference checks are not mandatory for those temporary employees hired on a seasonal basis.

The Background Investigation Handbook has detailed instructions and reference forms to be used in checking these references.

- E. Each Department/Office shall perform the required minimum criminal background investigation checks at the appropriate security level for applicants under final consideration and document the results on the Background Checklist, which shall be provided to the Office of Human Resources with the background documents.

1. High-Level Security Check (Level I):

- Fingerprints – submit fingerprints to FDLE under the VECHS agreement using digital fingerprint machine or using the fingerprint card provided for FDLE and National FBI criminal investigation check.
- Brevard County Clerk E-Facts: [www.brevardclerk.us](http://www.brevardclerk.us)

2. Moderate-Level Security Check (Level II):

- FDLE: <https://web.fdle.state.fl.us/search/app/default>
- Brevard County Clerk E-Facts: [www.brevardclerk.us](http://www.brevardclerk.us)
- National Sex Offender Public Website: [www.nsopw.gov](http://www.nsopw.gov)
- Out-of-State criminal checks based on past seven (7) years address history (on-line checks may be done, if available), or alternatively a national background check.

3. Low-Level Security Check (Level III):

- Brevard County Clerk E-Facts: [www.brevardclerk.us](http://www.brevardclerk.us)
- National Sex Offender Public Website: [www.nsopw.gov](http://www.nsopw.gov)
- Florida Department of Corrections: [www.dc.state.fl.us](http://www.dc.state.fl.us)
- Out-of-Area criminal checks based on past two (2) years address history (on-line checks may be done, if available).

- F. Applicants under final consideration for positions classified as high security level shall be subject to the following guidelines for criminal background checks.

Consistent with F.S. 112.011, a person shall not be disqualified from employment by the County solely because of a prior conviction for a crime. However, a person may be denied employment by the County by reason of the prior conviction for a crime if the crime was a felony or first degree misdemeanor and directly related to the position of employment sought.

**1. A prior conviction of any of the following criminal offenses, if a felony or first degree misdemeanor, is considered to be directly related to any high level security position, irregardless of when it occurred, and will disqualify an applicant from further consideration:**

- Child Abuse, Neglect or Abandonment
- Extortion
- Extreme Violence (Aggravated Assault/Aggravated Battery, Murder, Attempted Murder, Vehicular Homicide)
- False Imprisonment
- Hate Crime
- Indecent Exposure if Sexual in Nature
- Kidnapping
- Manslaughter
- Child Pornography
- Illegal Possession of Guns or Weapons
- Robbery
- Sale of Controlled Substance
- Sexual Offense (Lewd and Lascivious-Sexual Battery)
- Any Offense of similar nature and severity to those listed above (contact the County Attorney's Office if there is a question)

**2. A prior conviction of any of the following criminal offenses, if a felony or first degree misdemeanor, is considered to be directly related to any high level security position if it occurred within five (5) years of the date of the background check, and will disqualify an applicant from further consideration:**

- Battery/Assault
- Domestic Violence
- Misdemeanor Drug and/or Paraphernalia
- Resisting Arrest with Violence
- Sale of Alcohol or Tobacco to a Minor
- Contributing to the Delinquency of a Minor
- Any Offense of similar nature and severity to those listed above (contact the County Attorney's Office if there is a question)

A prior conviction of one of the above criminal offenses, if a felony or first degree misdemeanor, that occurred beyond five (5) years of the date of the background check, shall be carefully reviewed by the appointing authority on a case-by-case basis to determine if it is directly related to a high security level position and the applicant is disqualified from further consideration.

3. A prior conviction for any of the following criminal offenses, if a felony or a first degree misdemeanor, shall be carefully reviewed by the appointing authority on a case-by-case basis to determine if it is directly related to a high security level position and if the applicant is disqualified from further consideration:

- Disorderly Conduct/Trespassing
- Driving While Under the Influence (DUI), one incident only (more than one must show proof of rehabilitation)
- Petty Theft
- Worthless Checks
- Other Crimes
- Any Offense of similar nature and severity to those listed above (contact the County Attorney's Office if there is a question)

- G. When determining whether a prior criminal conviction for any of the criminal offenses listed in Section F above are directly related to a high, moderate or low level security position, an appointing authority shall take the following factors into consideration:

- The classification of the crime as a felony or first degree misdemeanor
- The relationship between the incident and the type of employment or service that the applicant will provide.
- The nature, severity, number, and consequences of the incidents disclosed.
- The amount of time elapsed since the incident(s) occurred.
- The applicant's efforts and success at rehabilitation.
- The age of the applicant at the time of the incident.

If there is any question about whether the criminal offense is directly related to the position, contact the County Attorney's Office.

- H. After the background investigation checks are satisfactorily completed, the Department/Office can initiate the request for the applicant to be hired to a paid position or coordinate a start date for a volunteer placement.

IV. RESERVATION OF AUTHORITY

The authority to issue and/or revise this Administrative Order is reserved for the County Manager.

 6/12/18  
Frank Abbate, County Manager / Date