

# DRAFT

## LEASE AGREEMENT

THIS AGREEMENT, made and entered by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD, COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and COMMUNITY BASED CARE OF BREVARD, INC. a Florida not for profit corporation, D/B/A BREVARD FAMILY PARTNERSHIP OF CENTRAL FLORIDA, hereinafter referred to as the TENANT.

WHEREAS, the COUNTY owns the Property and the building located at 2575 N Courtenay Pkwy, Merritt Island, FL 32953 also known as the Merritt Island Service Complex; and

WHEREAS, the TENANT desires to lease a portion of the Property, approximately 3,455 square feet, as depicted in Exhibit "A" (hereinafter "Property"); and

WHEREAS, the Property was previously used as office space for the Florida Department of Health in Brevard County ; and

WHEREAS, the TENANT desires to utilize the Property, which has been vacated by the Florida Department of Health Department, in order to support a System of Care Expansion and Sustainability Grant awarded to the COUNTY by the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration; and

WHEREAS, the COUNTY finds the provision of behavioral health services to children and/or youth ages 5-21 years with severe emotional disturbance and/or severe mental illness as well as providing support to their families a public service and wishes to lease the property to the TENANT for the purposes described above and pursuant to Section 2-247 of the Brevard County Code of Ordinances.

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

1. RECITALS. The foregoing recitals are incorporated herein.
2. PROPERTY TO BE LEASED. The Property leased to TENANT is described at Exhibit "A" which is attached hereto and incorporated herein.
3. TERM. The initial term of this Agreement shall be begin September 1, 2025 and shall thereafter be eligible for four, one year renewals commencing on September 1 of subsequent years unless terminated by either party, in accordance with Sections 18 or 20, herein.
4. RENTAL PAYMENTS. The TENANT agrees to pay the COUNTY the sum of \$1.00 per year as rent for the use and occupancy of the leased property.
5. USE OF PROPERTY. The TENANT shall use the Property to support behavioral health services for children, youth, and/or families in the foster care system in

Brevard County. It is specifically agreed and understood that the use herein set forth shall be the only use consented to by the COUNTY, and that failure to comply with this provision shall be considered a default of this Agreement. In the event the Property ceases to be used for behavioral health services support the lease agreement shall automatically terminate and COUNTY shall have the right to re-enter and repossess the property.

6. CONDITION OF PROPERTY. TENANT accepts the Property as of the execution of the lease in its existing condition as of such date "as is", where is, and with all faults, without representation or warranty of any kind, express or implied, including, but not limited to, with respect to such matters as title, zoning use, economic feasibility, and soil, environmental and other physical conditions, subject to all recorded matters, laws, ordinances, and governmental regulations and orders. TENANT hereby acknowledges that it has been afforded full opportunity to, and has fully investigated such matters to its satisfaction prior to entering into this lease, or will investigate such matters fully, and is entering into the lease based solely upon such investigations. Except as provided herein, TENANT acknowledges that the COUNTY has not made any representations or warranties to TENANT as to the condition of the property or the suitability of the property for TENANT'S intended use.

7. IMPROVEMENTS, RENOVATION AND MAINTENANCE OF PROPERTY.

7.1 Improvements and Renovation of the Property. The TENANT may pursue improvements to renovate and rehabilitate the property in the manner described in this Agreement as described below. TENANT shall obtain COUNTY's prior written approval before initiating any improvements or renovation to the Property. Any permanent improvement of equipment installed by the TENANT on COUNTY property shall become property of the COUNTY upon termination of this Agreement.

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

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

7.1.3 TENANT agrees that improvements, repairs, renovations, and other alterations to the Property will meet all current code requirements. TENANT shall, within a reasonable period of time, as determined by the COUNTY, complete all approved improvements, repairs, renovations, and other alterations.

7.2. Maintenance of the Property. TENANT shall thoroughly clean the building and be responsible for any and all regular maintenance (excluding major systems as described in Section 7.2.1) to the Property and costs thereof during the lease term.

7.2.1 Subject to COUNTY's obligations hereinafter described, TENANT shall

maintain the leased Property in good repair and tenantable condition, normal wear and tear excepted. In furtherance of the foregoing obligation, TENANT shall at all times during the Term of this Lease perform ordinary maintenance and repairs on the interior of the Property, including, but not be limited to, interior painting, flooring, changing burned out light bulbs or florescent tubes. Except as provided herein, COUNTY shall be responsible for maintaining, repairing and/or replacing the exterior of the Property, including, but not limited to, the roof, HVAC system, the parking areas, exterior walls, gutters and down spouts, stairwells and elevator, and COUNTY shall keep the same in good condition and repair; however, TENANT shall be responsible for repairing any and all damage which is caused by the neglect, abuse or misuse of the Property by the TENANT, TENANT's employees, agents or representatives. COUNTY shall be responsible for any repairs or damage to the interior of the Property caused by its failure to maintain and repair the Building, as required herein or by the willful act, negligence or omission of the COUNTY, its employees, agents or representatives. Any maintenance or repair which TENANT or COUNTY is obligated to perform or make shall be commenced as soon as possible, except in the case of emergency repairs requiring immediate response, in which case the party responsible shall use its best efforts to provide immediate service and diligently pursue same to completion.

7.3 Tenant Contractors and Subcontractors. The TENANT shall ensure that no contractor or subcontractor, which the TENANT may hire to perform any portion of construction, renovation, or repairs to the Property, shall be entitled to file any liens, construction, mechanics or otherwise, against the Property. Any contract which the TENANT signs or executes with a contractor shall contain a provision in which the contractor waives any right to file any such liens and a provision which requires the contractor to include the same waiver in contracts with any subcontractors which the contractor may hire to perform work on the Property. TENANT shall pay, when due, all claims for labor and material furnished to the property when contracted for by TENANT. TENANT shall give COUNTY at least twenty days prior written notice of the commencement of any work on the property.

8. ILLEGAL, UNLAWFUL OR IMPROPER USE. The TENANT shall make no unlawful, improper, immoral or offensive use of the Property, nor will the TENANT use the Property or allow use of the Property for any purposes other than that hereinabove set forth. Failure of the TENANT to comply with this provision shall be considered a default under this Agreement. In the event any structure or improvement is deemed a hazard by the COUNTY, TENANT shall remove the hazard from the Property to the satisfaction of the COUNTY. If TENANT fails to comply with this section then the COUNTY may terminate this Agreement pursuant Section 20 below.

9. INDEMNIFICATION AND INSURANCE.

10.1 The TENANT agrees that it shall indemnify and hold harmless the COUNTY from any and all liability, claims, damages, expenses (including attorneys fees), proceedings and causes of action of every kind and nature, arising out of or connected with TENANT'S use, occupation, management or control of the Property or any improvement thereon or any equipment, furniture, furnishings or fixtures used in connection with the Property. The TENANT agrees that it shall, at its own expense,

defend any and all actions, suits or proceedings which may be brought against the COUNTY in connection with its Property and that it will satisfy, pay and discharge any and all judgments that may be entered against the COUNTY in any such action or proceedings. The parties acknowledge specific consideration has been exchanged for the provision. This provision shall survive the termination of this Lease with respect to any claims or liability accruing prior to such termination.

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

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

10.4 All personal property, equipment, fixtures, structures or improvements constructed or placed on or about the Property shall be at the risk of the TENANT and the COUNTY shall not be liable for any damage or loss to personal property, equipment, fixtures, structures, or improvements located thereon for any cause whatsoever. The TENANT agrees and understands that the COUNTY does not and shall not carry liability, theft, or fire insurance on any of said items or facilities to cover the TENANT's interests therein.

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

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

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

the Property during the term of the Agreement.

13. ENCUMBERANCES AND LIENS. TENANT shall not encumber and/or lien the property in any form or fashion whatsoever. TENANT shall pay all debt associated with these liens in accordance with all laws within the state of Florida. Any lien encumbering the property shall have a release promptly filed within the public records of Brevard County upon satisfaction.

14. RIGHT TO AUDIT RECORDS. In the performance of this Agreement, the TENANT shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the TENANT for a period of ten years after termination of this Agreement. All records, books, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. All records or documents created by the TENANT or provided to the TENANT by the COUNTY in connection with this Agreement, are public records and the FOUNDATION agrees to comply with any request for such public records or documents made in accordance with section 119.07, Florida Statutes.

15. COVENANT AGAINST ASSIGNMENTS AND SUBLETTING. The TENANT shall not assign or sublet any of the Property without the prior written consent of the COUNTY.

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

17. TERMINATION FOR CONVENIENCE. This Agreement may be terminated with or without cause by either party upon sixty days written notice thereof to the other party; provided, however, that upon termination, the TENANT shall, at the request of the COUNTY remove items listed by the COUNTY at that time.

18. DEFAULT. TENANT understands and agrees that this Agreement is made upon the express condition that should the TENANT fail or neglect to perform or observe any or all of the covenants herein contained, or fail to make any constructive use of the Property, for the purpose designated herein for a period of ninety days, the COUNTY shall provide TENANT thirty days to remedy the default otherwise the COUNTY may terminate this Agreement pursuant to Section 20 below.

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

20.1 Failure of TENANT to comply with any of the terms or conditions of this Lease Agreement including, but not limited to, TENANT ceases using the Property for support behavioral health services for children, youth, and/or families in the foster care system in Brevard County. In addition, cause shall include, but is not be limited to,

bankruptcy, insolvency or dissolution of the TENANT, failure of the TENANT to adhere to state, federal, county or city laws/ordinances, loss of required licenses by TENANT making fulfillment of the purpose of this contract a legal impossibility, and loss of funding by TENANT. In such event, and prior to termination for cause, the COUNTY shall deliver to the TENANT a written default notice setting forth the violations the COUNTY alleges to exist. Pursuant to Section 19 hereinabove, TENANT shall have the stated time within which to correct the default. Only after this opportunity is given to the TENANT and the TENANT does not correct the default can the COUNTY send the notice of termination for cause under this particular provision.

20.2 In the event of a cause under this subsection, COUNTY may, at any time thereafter, after written notice, without limiting the COUNTY in the exercise of any right or remedy which COUNTY may have, COUNTY may (1) terminate TENANT's right to possession of the Property by any lawful means, in which case this lease shall terminate and TENANT shall immediately surrender possession of the property to COUNTY; (2) maintain TENANT's right to possession, in which case, this lease shall continue in effect whether or not TENANT has abandoned the property; or (3) pursue any other remedy now or hereafter available to COUNTY under the laws of the State of Florida.

20.3 Upon expiration or termination of this Agreement, TENANT shall peaceably surrender the Property and turn all keys and any other property owned by COUNTY leaving the Property in good, clean condition, ordinary wear and tear excepted.

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

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

22. ACCOUNTING AND AUDITING PROCEDURES. In the performance of this Agreement, TENANT shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by TENANT for a period of five years after termination of this Agreement. All records, books and accounts related to the performance of this

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

23. PUBLIC RECORDS. Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Agreement 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 shall provide the records to the County or allow the records to be inspected or copied within twenty-four hours (not including weekends or legal holidays) of the request so the County can comply with the requirements of Chapter 119, Florida Statutes, Florida Public Records Law. The 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.

24.1 If 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 pursuant to Section 119.10, Florida Statutes. Contractor's failure to comply with public records requests is considered a default of this Contract and grounds for termination. If Contractor claims certain information is exempt and/or confidential, it must cite to specific statutory provisions or case law in order to justify removal or redaction of said information.

24.2 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 Statutes.

24.3 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, CONTACT THE CUSTODIAN OF PUBLIC RECORDS - AT (321) 633-2076, 2725 Judge Fran Jamieson Way, Building B-106, Viera, Florida 32940 at [Sherry.Smith@Brevardfl.gov](mailto:Sherry.Smith@Brevardfl.gov).

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

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

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

27. ASBESTOS NOTICE.

A. A common building material that is sometimes present in many buildings that were built before 1981 is asbestos. The presence of asbestos materials does not create a health risk to residents according to the EPA. Only when asbestos materials are disturbed or dislodged causing the asbestos fibers to be released are there health risks involved. Some activities of concern are sanding, scraping, pounding, and any other remodeling activity that may release dust into the air and cause asbestos particles to be released. Federal law requires that certain precautions be taken to minimize the chances of damaging or disturbing materials that contain asbestos. The EPA does not require asbestos material to be removed.

B. By execution of this Agreement, TENANT hereby acknowledges that this Asbestos Disclosure is a warning that the Leased Property may contain asbestos and due to this the TENANT may be exposed to a chemical that is known to cause cancer. The TENANT also hereby agrees that there are to be no modifications, repairs, and or alterations to the Property without the written approval of the COUNTY and this approval will be based upon the acceptance of a written plan of protection from the possible release of or exposure to the asbestos substance.

C. TENANT is hereby on notice that asbestos has been detected in the building materials at this facility in surveys performed by Professional Services Industries, Inc. in 1998. TENANT acknowledges that it has received copies of the survey reports from the COUNTY. It is unclear from the public record if all items identified have been abated. The cost to have the Property reinspected and any cost for asbestos abatement is TENANT'S responsibility.

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



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

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

30. GOVERNING LAW. This Agreement shall be construed and interpreted under the laws of the State of Florida.

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

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

33. NOTICE. Notice under this Agreement shall be given to the COUNTY at the office of the Housing and Human Services Department - 2725 Judge Fran Jamieson Way, Bldg. B, Viera, Florida 32940, and to the TENANT at 2301 W. Eau Gallie Blvd., Suite 104, Melbourne, FL 32935.

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

[The remainder of this page left intentionally blank.]

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

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

By: \_\_\_\_\_  
James P. Liesenfelt, County Manager

Date: \_\_\_\_\_

As approved by the Board on \_\_\_\_\_.

Reviewed for legal form and content:

\_\_\_\_\_  
Becky Behl, Esq., Asst. County Attorney

TENANT: COMMUNITY BASED CARE OF  
BREVARD, INC. D/B/A BREVARD  
FAMILY PARTNERSHIP OF CENTRAL  
FLORIDA

\_\_\_\_\_  
Phillip Scarpelli

Date: \_\_\_\_\_

STATE OF FLORIDA     §  
COUNTY OF BREVARD   §

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ of \_\_\_\_\_, 2025, by Phillip Scarpelli, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC

\_\_\_\_\_  
Name typed, printed or stamped  
My Commission Expires: \_\_\_\_\_

## Exhibit A

COUNTY SERVICE COMPLEX  
MERRITT ISLAND 2nd FLOOR



12-13-12