



**Brevard County**  
**Parks and Recreation Department**



# Lease

North Brevard Senior Center, Inc.

North Brevard Senior Center  
909 Lane Avenue, Titusville, Florida 32780

**Effective August 18, 2023**

**Rental Payments are established at:  
\$105.00 per month**

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## Lease



**This Contract**, made by and between the **Brevard County Board of County Commissioners**, a political subdivision of the State of Florida, hereinafter referred to as “County”, and **North Brevard Senior Center, Inc.**, a Florida not for profit corporation, hereinafter referred to as “Tenant”.

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

**Whereas**, the County owns a facility and public park commonly known as **North Brevard Senior Center** and is for the purpose of serving as a senior center (hereinafter referred to as the “Senior Center”);

**Whereas**, the Tenant has an interest in providing programs and services to the senior population of the County, is well situated to do so, and has previously contracted with The County to provide such services;

**Whereas**, the County has an interest in allowing programs and services to be provided to the senior population of the County;

**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 service a public purpose, constitute a service that could be provided by a local government, and are compatible with the County purposes for which the Senior Center was constructed;

**Whereas**, the County may provide Parks, preserves, playgrounds, recreation areas, and other recreation facilities and programs pursuant to Section 125.01(1)(f), Florida Statutes.

**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.

#### **Section 1. Leased Property.**

The County hereby leases to the Tenant and the Tenant hereby leases from the County, the Senior Center as presently constituted, commonly known as the **North Brevard Senior Center, 909 Lane Avenue, Titusville, Florida 32780** and described in **Exhibit “B”**, except the area outlined in yellow in **Exhibit “C”**, including the Silver Room, Game Room, restrooms and

storage. The Senior Center 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.

**Section 2. Term.**

This Contract shall be effective from August 18, 2023 for a period of two years, until August 17, 2025.

**Section 3. Rent.**

Tenant shall pay to the County the amount of **\$105.00** per month plus any applicable sales tax as rent for the use and occupancy of the Senior Center. Payments shall be made by the fifth day of each month for the term of this Contract. Payments shall be submitted directly to North Area Parks Operations, 475 North Williams Avenue, Titusville, Florida 32796. It is hereby mutually agreed and understood that the rent may be increased annually by the previous calendar years' 12-month Consumer Price Index for All Urban Consumers (CPI-U).

**Section 4. Administration.**

The Tenant, in accepting this Contract, acknowledges and agrees that the County shall have the right and the authority, but not the obligation, to adopt Rules and Regulations regulating Tenant's conduct of its business when operating in County Facilities and Parks; to set schedules and times for operation and for use of all facilities; to resolve disputes between Tenant, or with County's residents or County property owners which can't be resolved by the Tenant's Board of Directors within 15 business days. Additionally, the County shall take further action as may, in the County sole discretion, be necessary to further or promote the public health, safety and welfare. Any decisions by any member of the County administration as it relates to the above authority may be appealed by the Tenant to the Parks and Recreation Director whose decision shall be final.

**Section 5. Alterations, Changes and Additions.**

Any improvements, structural changes, alterations, or repairs, to the Senior Center by the Tenant which costs are greater than \$1,000.00, must be requested in writing to the County, and mutually agreed upon by the County and the Tenant, with written permission granted by the Director 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 Tenant to the Senior Center shall be submitted in writing to and approved by the Director 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 County. If the Senior Center requires closure for an extended period of time, it shall be requested by the Tenant in writing at least thirty days in advance.

**Section 6. Americans with Disabilities Act Compliance.**

The County and Tenant shall conform to current requirements of the Americans with Disabilities Act (ADA) in the performance of this Contract, and shall not cause or place on the Senior Center any condition causing the Senior Center to become non-compliant. The parties shall work together to remedy any known violations of the ADA that may occur.

**Section 7. 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.

**Section 8. Business Interruption.**

The County shall not be liable to the Tenant for any damages arising out of the temporary prohibition of use and/or access to the Senior Center for environmental protection, public safety, maintenance or governmental activities or events which prohibits the Tenant from being present and/or engaging in its activities.

**Section 9. 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.

**Section 10. 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 the Tenant in the United States or any other country.

**Section 11. Covenants against Assignment.**

Tenant shall not assign the Senior Center, 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 construed as a subsequent consent to assignment, or occupation by other persons. The Tenant's unauthorized assignment or license to occupy shall be void, and shall terminate the Contract at the County's option. Tenant'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. Nothing herein is intended to prevent the Tenant from entering into short-term use/rental lease with third parties for up to and including three days (no overnight activities); however, even under such circumstances the Tenant shall remain responsible for each and every of its obligations under this Contract. The tenant shall be responsible for ensuring that all short-term use or rental leases shall only be allowed for activities that are consistent with the remainder of the terms of this Contract.

**Section 12. Dissolution.**

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

**Section 13. 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 Senior Center, 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. Tenant 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 Senior Center by agencies which support the emergency response and recovery such as the Red Cross, Federal Emergency Management Agency and others. The County and Tenant 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 Senior Center, Tenant's occupancy and any duties or obligations hereunder will be suspended. Any maintenance, damage, restoration, or repair to the Senior Center necessitated during any suspension of Tenant'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 Tenant's occupancy, shall all be diligently completed by the County, at the expense of the County, prior to Tenant reoccupying the Senior Center. As used herein, an "emergency" will be defined as a period of civil unrest or riot, a period during which the military needs the Senior Center 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 Senior Center, 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, as an emergency.

For County emergency occupations of the Senior Center which exceed 15 days, the County will reimburse the Tenant for utilities prorated and based on the days the Tenant was not able to use the Senior Center.

**Section 14. Entire Contract.**

This Contract, together with any Exhibits, constitutes the entire Contract between the County and Tenant 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.

**Section 15. E-Verify.**

- A)** In accordance with Chapter 448.095, Florida Statutes, the Tenant shall register and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Tenant during the term of this Contract; and
- B)** The Tenant 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 term of this Contract; and
- C)** The Tenant agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Tenant's enrollment in the program. This includes maintaining a copy of proof of the Tenant's and subcontractors' enrollment in the E-Verify Program.
- D)** The Contractor must meet this requirement, unless:
  - 1) The contract is solely for goods-based procurement where no services are provided; or
  - 2) Where the requirement is waived by the Board of County Commissioners;
  - 3) The contract is being executed with a Sole Proprietor who does not hire employees and therefore not required to file a Department of Homeland Security Form I-9 (which is the necessary document used for performing an E-Verify search); or
  - 4) The contract is being executed with a company based outside of the United States of America and does not have a corporation or office located within in United States of America and does not employ any United States of American citizens.
- E)** A Tenant 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 Tenant 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.

**Section 16. Fees and Charges.**

The Tenant may establish reasonable membership dues, registration fees, admission fees or donations to help defray the expense of the Tenant. The fee schedule shall be submitted to the Director and any concerns will be addressed with the Tenant's Board of Directors. However, if the Director requires changes to the fee schedule, it shall be final.

### **Section 17. Florida Public Records Law.**

Pursuant to Section 119.0701, Florida 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 Tenant of the request and the Tenant 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 Tenant 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 Tenant fails to provide the requested public records to the County within a reasonable time, the Tenant 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. Tenant's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination. If Tenant 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.

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

**If the Tenant has questions regarding the application of Chapter 119, Florida Statutes, to the Tenant's duty to provide public records relating to this Contract, contact the Custodian of public: Diana Marquardt, Administrative Assistant to the Director, 2725 Judge Fran Jamieson Way, B203, Viera, Florida 32940, Phone: (321) 633-2046.**

**[Email Diana Marquardt, Public Records Custodian](#)**

### **Section 18. 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, the Tenant shall make payments as otherwise provided herein.

**Section 19. 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.

**Section 20. Illegal, Unlawful, or Improper Use.**

The Tenant shall make no unlawful, improper, immoral, or offensive use of the Senior Center nor will the Tenant use the Senior Center or allow the use of the Senior Center for any purpose other than that herein above set forth. Failure of the Tenant to comply with any provision shall be considered a material breach of this Contract and may result in the immediate termination of this Contract by the County. The County shall notify the Tenant of any violation of the provisions in writing, identify the provision which is being violated and how it is being violated. The Tenant shall have 60 days within which to fix the violation. It is the intent of this provision for the parties to work together cooperatively towards a positive resolution of all issues. However, if the violation is not fixed or addressed to the County's satisfaction, the County has the right to issue a notice of termination of this Contract immediately at the end of the 60-day period, where upon the County shall be entitled to immediately require Tenant to remove their property within 30 days and the County shall be entitled to re-enter and retake possession of the Senior Center.

**Section 21. Indemnification and Insurance.**

**A)** The Tenant agrees that it will indemnify and hold harmless the County from any and all liability, claims, damages, expenses (including attorney's fees and costs), proceedings and causes of action of every kind and nature, arising out of or connected with the Tenant or Tenant's employees, contractors, subcontractors, agents, representatives or volunteer's use, occupation, management or control of the Senior Center or any improvements thereon or any furniture, furnishings, equipment and fixtures utilized in connection therewith. The Tenant agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the arising from the Tenant's activities and that it will satisfy, pay, and discharge any and all judgments that may be entered against the County in any such action or proceeding. It is agreed by the parties hereto that specific consideration has been paid under this Contract for this indemnification and hold harmless provision.

**B)** Tenant shall not use the Senior Center in any manner, even in its use for the purposes for which the Senior Center is leased, that will increase the risk covered by insurance on the building where the Senior Center is located, so as to increase the rate of insurance on the Senior Center or to cause cancellation to any insurance policy covering the building. Tenant further agrees not to keep at the Senior Center, or permit to be kept, used, or sold thereon, anything prohibited by the policy of fire insurance covering the Senior Center. Tenant shall comply, at its own expense, with all requirements of insurers necessary to keep in force the fire and public liability insurance covering the Senior Center.

**C)** The Tenant agrees to provide and maintain at all times during the term of this Contract, without cost or expense to the County, policies of insurance generally known as comprehensive general liability policies insuring the Tenant against any and all claims, demands, and causes of action whatsoever for injuries received and damage to property and any improvements thereon by the Tenant. Such policies of insurance shall insure the Tenant in the amount of not less than:

1. **Comprehensive General Liability** in the amount of **One Million Dollars per occurrence** to cover any and all claims and costs arising in connection with any and all liability claims arising in connection with any particular accident or occurrence.
2. **Fire Damage Liability coverage in the amount of One Hundred Thousand Dollars.**
3. **Sexual Abuse and Molestation coverage in the amount of One Million Dollars.**

**D)** Said insurance policies shall provide that the Brevard County Board of County Commissioners is named as an additional insured and shall be entitled to thirty-day prior notice of any changes or cancellation in said policies.

**E)** The Tenant shall notify the County immediately in writing and by phone or email of any potentially hazardous condition existing on or about the premises utilized in conjunction of said activities.

**F)** All personal property housed or placed at the Senior Center shall be at the risk of the Tenant, whether owned by the County or the Tenant, and the County shall not be liable for any loss or damage to the personal property of the Tenant or others 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 said property to cover the Tenant's interest therein.

**G)** The Tenant shall provide the described insurance on policies and with insurers acceptable to the County. These insurance requirements shall not relieve or limit the liability of the Tenant. The County does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Tenant's interests or liabilities, but are merely minimums. A certificate of insurance indicating that the Tenant has coverage in accordance with the requirements of this Contract shall be furnished by the Tenant to North Area Parks Operations, 475 North Williams Avenue, Titusville, Florida 32796 prior to execution of this contract.

## **Section 22. Independent Contractor.**

The Tenant shall perform the terms and conditions of 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, in any way, be construed to constitute the contractor or any of its agents or employees as the representative agents or employees of the County.

**Section 23. Licenses, Permits, and Taxes.**

Tenant 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 Senior Center within thirty days of the execution of this Contract. If applicable, a Bingo Class "A" License shall be obtained on an annual basis and a copy shall be provided to the County.

**Section 24. Modification.**

No modification of this Contract shall be binding on the County or the Tenant unless reduced to writing and signed by a duly authorized representative of both the County and the Tenant.

**Section 25. Music Performance.**

The Tenant shall not use, play or perform copyrighted music without appropriate licensing or other permission. The Tenant 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. The Tenant agrees to indemnify and hold harmless the County, its officers, agents and employees against any and all claims, damages, losses and liabilities for unauthorized use or performance of copyrighted music.

**Section 26. 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.

**Section 27. Notice.**

Notice under this Contract shall be given to the County by mailing written notice postage prepaid, to the Brevard County Parks and Recreation Department, North Area Parks Operations, 475 North Williams Avenue, Titusville, Florida 32796; and notice shall be given to the Tenant by mailing written notice, postage prepaid, North Brevard Senior Center, Inc., Robert Williams, President, 909 Lane Avenue, Titusville, Florida 32780.

**Section 28. Obligations of the Tenant.**

**A)** The tenant shall pay costs of all utility charges except electricity. Said charges shall include telephone, internet, gas, water, sanitary sewer, and garbage collection. The County shall pay the cost of electricity charges. However, for County emergency occupations of the Senior Center exceeding 15 days, the County will reimburse the Tenant for utilities prorated and based on the days the Tenant was not able to use the Senior Center.

- B)** For normal operations, the Tenant assures the Senior Center will be open an average of 35 daytime hours per week with the exception of those weeks which may include a holiday or in the event of an emergency. During all hours of operation of the Senior Center by the Tenant, the Tenant shall be responsible for any and all damage to the Senior Center, ordinary wear and tear excepted. The Tenant shall provide either paid staff or designate members of its organization to supervise use of the Senior Center and to secure the Senior Center following use by the Tenant, or any other groups sanctioned by the Tenant.
- C)** Tenant shall maintain the Senior Center in its present condition, ordinary wear and tear excepted.
- D)** Tenant shall keep the interior of the Senior Center clean, sanitary, free of litter, rubbish or any obstacles that generated by the Tenant.
- E)** Tenant shall ensure the restrooms are cleaned and fully stocked with paper products and soap at the commencement of scheduled usage.
- F)** Tenant shall be responsible for interior lightbulb replacements that do not require the use of a ladder. The County shall be response for interior lightbulb replacements requiring the use of a ladder. When a lightbulb is being replaced, it shall be with a like the lightbulb and should go into the lightbulb fitting properly. Florescent lights should be replaced with adjustable LED lights whenever possible.
- G)** Tenant shall not be responsible for maintenance and repairs due to vandalism unless such vandalism is due to Tenant's negligence. Tenant, at its cost, shall be responsible for all interior and exterior signage it desires in order to advertise its programs on County property, excluding parking.
1. All signage must comply with the Americans with Disabilities regulations and must be pre-approved by the Director.
  2. Such signs shall be in compliance with any applicable jurisdiction's code or ordinance.
  3. Signage shall be in good taste commensurate with an acceptable senior-orientated environment.
- H)** Tenant shall provide well rounded programs and services to the senior population of Brevard County so that one activity does not dominate the availability of use of the Senior Center.
- I)** Tenant 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 senior population in the County. The Board of Directors of the

Tenant shall not have sole authority to deny such programs and services as stated above to the senior population of the County with regard to race, color, religious creed, national origin, ancestry, age gender, marital status or disability.

**J)** Tenant's Board of Directors will be responsible for the ongoing operation of the Senior Center in coordination with the County. A representative of the County shall serve as a non-voting member on the Board of Directors. When requested, the Tenant shall provide a list to include names, addresses, and phone numbers of the Executive Committee of the Board of Directors of the Tenant, and additionally shall provide notification of any changes to said Officers during the term of this contract within one week of the change.

**K)** Tenant shall provide a calendar of events or schedule outlining planned activities on a quarterly basis. If the Director has any concerns regarding the calendar of events, it will be addressed with the Tenant's Board of Directors. However, if the Director requires changes to the calendar of events, it shall be final.

**L)** All inspections, maintenance, repair, monitoring and costs associated with the security systems shall be the responsibility of the Tenant. The Tenant shall pay the expense of fire alarm monitoring.

**M)** Except for those repairs and/or replacements which are the responsibility of the County, the Tenant shall promptly notify the County of the necessity of any and all maintenance and repairs needed to the exterior and/or the utility systems for the Senior Center.

**N)** Tenant shall be solely responsible for the proper safety, supervision, training and equipping of all participants.

**O)** Tenant shall provide and administer adequate personnel to supervise all activities sponsored or sanctioned by the Tenant which take place at the Senior Center.

**P)** Issuance of keys may be authorized by the Director to provide access to the Senior Center. If a key is lost by the Tenant, the Tenant shall be responsible for all costs associated with the replacement of the key and lock system as necessary. The Tenant shall be responsible for all repairs and/or replacement of equipment and materials needed due to the loss of a key. These costs include but are not limited to personnel, materials, and equipment.

**Q)** Tenant shall maintain a high level of public relations that promotes a highly favorable senior-orientated atmosphere. Tenant shall conduct said events and activities in a manner in which is courteous and fair to the public.

**R)** Tenant may request any person violating any applicable law, rule, regulation or policy to leave the Senior Center. If said person remains in the Senior Center after such request, the Tenant shall immediately notify local law enforcement and North Area Parks Manager.

**S)** Tenant shall immediately report any accident or incident requiring response to the County.

**T)** Tenant shall cooperate fully with County officials in all matters relating to the operation of Senior Center. This shall include providing space for public meetings, health and wellness services, and any other County sponsored programs, services, events and meetings, under the condition that the scheduling of such events would not interfere with previously scheduled Tenant events.

**Section 29. Obligations of the County.**

**A)** County shall provide the Tenant with exclusive use of the North Brevard Senior Center, except during emergencies as explained in Section 14.

**B)** County shall maintain the Senior Center's exterior in good condition. Maintenance and repair of the exterior structure includes:

1. rodent and termite control
2. exterior painting and sealing
3. irrigation system maintenance for the lawn
4. mow, edge and fertilize the lawns; weed and mulch landscapes; trim hedges, shrubs, and small trees; and remove dead, damaged or unwanted trees
5. keeping the parking area, sidewalks and area adjacent to the Senior Center in a clean, neat, and sanitary manner, and free of debris
6. maintenance and repair of the sidewalks
7. maintenance and repair of the parking lot including parking signs, parking lot light poles and light bulbs, outside seating and the flagpole

**C)** County shall be responsible for the electricity charges at the Property. Additionally, the County shall be responsible for the provision of maintenance, repair, and bear the cost of such, for the electrical distribution system from the load side of the meter can to all outlets. The County shall be responsible for the replacement of exterior light bulbs and all ballasts.

**D)** County shall be responsible for all inspections, maintenance and repair of the fire alarm and fire sprinkler system.

**E)** County shall be responsible for normal preventative maintenance of the electrical system from the meter including the power distribution and lighting systems.

- F)** County shall be responsible for the plumbing system from the meter to the building and all interior fixtures and piping.
- G)** County shall be responsible for the HVAC system.
- H)** Preventative maintenance encompasses regular examination, inspection, lubrication, testing and adjustments of equipment to ensure their proper functionality and to reduce their rate of deterioration.
- I)** The County shall be responsible for costs of water retention area maintenance for the leased Senior Center so that areas meet requirements of federal, state and local regulations.
- J)** Except as otherwise provided in the Contract, and except due to damage caused by Tenant, its invitees, employees, or other persons associated with Tenant, all roofing, roof drains, sewers, wastewater/sewer lines, structural outside walls, foundations, and structural portions of the Senior Center shall be maintained, replaced and repaired by the County at its expense.
- K)** Requests regarding County obligations in this section shall be directed to the North Area Parks Operations Manager at 475 North Williams Avenue, Titusville, Florida 32796. Phone number is (321) 264-5105.

**Section 30. Partial Destruction of Premises.**

Partial destruction of the Senior Center shall not render this Contract void, or terminate it except as herein provided. If the Senior Center 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 Senior Center is more than one-third destroyed, County or Tenant may at its option terminate this Contract, giving ninety-day notice to the other party.

**Section 31. Public Entity Crimes.**

A person or affiliate who has been placed on the Convicted Vendor 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 Vendor list. [Click Here to Florida Convicted Vendor List.](#)

**Section 32. Representation by the Tenant.**

The Tenant represents that it is a Florida Not For Profit organization 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.

**Section 33. Reverter and Right of Re-Entry and Repossession.**

Notwithstanding any provision of this Contract to the contrary, in the event the Senior Center is not used or ceases to be used for the public purposes set forth herein, the Contract shall immediately cease and the Senior Center shall revert to the County which shall thereafter have the right to re-enter and repossess the Senior Center.

**Section 34. Right of Entry by County.**

The County or its agents may at any time enter onto the Senior Center for the purpose of inspection of same or for performing such other duties as are required by the terms of this Contract, or the rules, regulation, ordinances or laws of any governmental body.

**Section 35. Right to Audit Records.**

In performance of this Contract, the Tenant shall keep books, records, and account 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 Tenant 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 Tenant shall retain all documents, books and records for a period of five 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 Tenant 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 Tenant shall ensure the 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 Tenant does not transfer the records to the public agency. In lieu of retaining all public records upon termination of this Contract, the Tenant may transfer at no cost to the County, all public records in possession of the Tenant. If the Tenant transfers all public records to the County upon termination of the Contract, the Tenant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

**Section 36. 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.

**Section 37. Statutes, Laws, Rules and Regulations.**

The Tenant's use of the Senior Center will be in accordance with applicable laws, rules, regulations, policies and procedures approved by the Department and/or the County. The County reserves the right to disapprove any and all activities held at the Senior Center, which may be in conflict with the Department's and/or the County's Policies and Administrative Orders, and agrees to furnish the Tenant with a copy of such rules, regulations, policies, procedures, and amendments thereto.

It shall be the Tenant'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.

**Section 38. 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.

**Section 39. Surrender of Premises.**

Tenant shall surrender the Senior Center to the County at the end of the Contract term in generally the same condition as when Tenant 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, Tenant shall remove all business signs or symbols placed on the Senior Center by Tenant and restore the portion of the Senior Center on which they were placed in the same condition as before placement.

**Section 40. 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.

**Section 41. Unauthorized Alien Workers.**

Brevard County will not intentionally award publicly-funded contracts to any Tenant 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 Tenant 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

**Section 42. 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.**

(remainder of page left intentionally blank)

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

Attest:

Board of County Commissioners  
of Brevard County, Florida

\_\_\_\_\_  
Rachel M. Sadoff, Clerk of the Court

By: \_\_\_\_\_  
Rita Pritchett, Chair Date

As Approved by the Board on July 25, 2023

Reviewed for legal form and content:

Justin Caron 7/17/2023  
Justin Caron  
Assistant County Attorney

North Brevard Senior Center, Inc.:

Robert Williams 18 Jul 23  
By: \_\_\_\_\_  
Robert Williams, President Date

State of Florida  
County of Brevard

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this 18th day of July, 2023 by Robert Williams, President of North Brevard Senior Center, Inc. He is personally known to me or has produced FLDL as identification.

W452-764-67-367-0

Tamera J. Prince  
Notary Public

Tamera J. Prince  
Typed/Printed Name

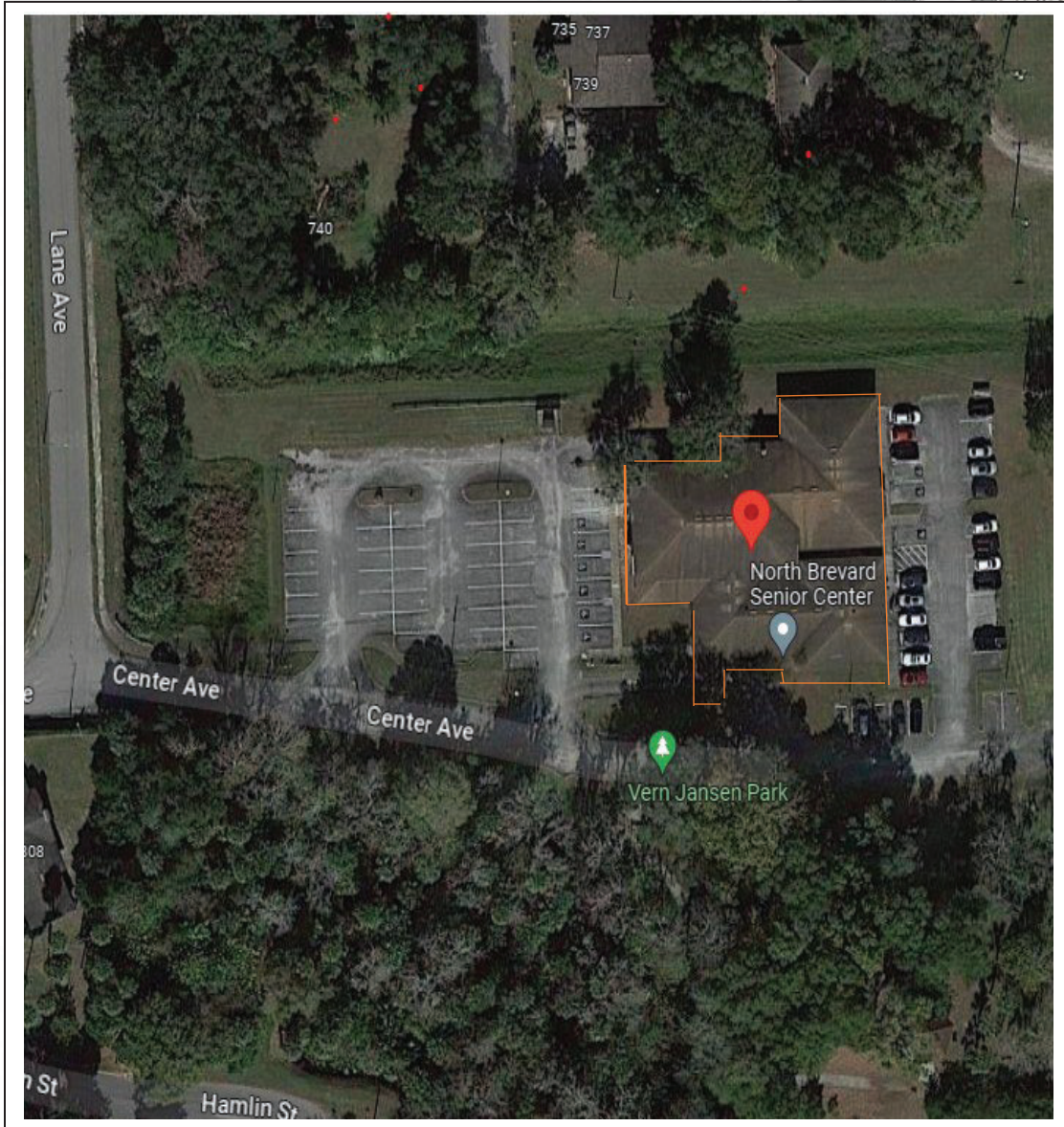


**Exhibit "A"**  
**Resolution**

# EXHIBIT "B"

## North Brevard Senior Center

909 Lane Avenue  
Titusville, FL 32780



### Brevard County Parks and Recreation



2725 Judge Fran Jamieson Way  
Viera, FL 32940



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

