



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.8.

7/23/2024

Subject:

Facility use agreement with Aerospace Technology Group at Valkaria Airport

Fiscal Impact:

Revenue increase of \$200 per month

Dept/Office:

Valkaria Airport

Requested Action:

It is requested the Board approve and authorize the Chair to execute the attached Facility Use Agreement with Aerospace Technology Group.

Summary Explanation and Background:

Aerospace Technology Group has requested a facility use agreement at Valkaria Airport to allow them to use a portable jet engine test cell on an area approximately 40ft x 60ft on the northeast side of runway 14/32.

The purpose is to perform live gas turbine engine research in support of net zero carbon gas turbine emissions development. The turbine will be operated at partial power inside a customized portable turbine engine test cell. The cell is configured to minimize sound using specialized sound attenuation devices that dampen the noise prior to redirecting the flow upwards into the atmosphere.

Facility Use Agreement Terms:

- \$200 per month.
- Month-to-month following an initial six (6) month term.
- Total Term is not to exceed 24 months.
- Liability insurance as required as determined by Risk Management.

Clerk to the Board Instructions:

Please have the Chair execute the attached Facility Use Agreement. Please email a scanned copy to adam.hied@brevardfl.gov <<mailto:adam.hied@brevardfl.gov>> <<mailto:adam.hied@brevardfl.gov>> liesl.king@brevardfl.gov <<mailto:liesl.king@brevardfl.gov>> <<mailto:liesl.king@brevardfl.gov>> and mail the original to Valkaria Airport.



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

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

July 24, 2024

M E M O R A N D U M

TO: Adam Hied, Valkaria Airport Manager

RE: Item F.8., Facility Use Agreement with Aerospace Technology Group at Valkaria Airport

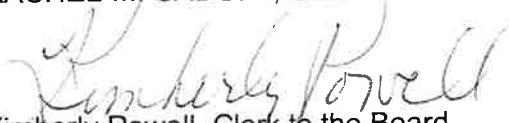
The Board of County Commissioners, in regular session on July 23, 2024, approved and authorized the Chair to execute the Facility Use Agreement with Aerospace Technology Group. Enclosed is the executed Facility Use Agreement.

Upon execution by Airport Manager and Aerospace Technology Group, please return a fully-executed Agreement to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/ns

Encl. (1)

cc: Finance
Budget

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Aerospace Technology Group		2. Amount: \$200 Month	
3. Fund/Account #: 0020/219600		4. Department Name: Valkaria Airport	
5. Contract Description: Facility Use Agreement			
6. Contract Monitor: Liesl King		8. Contract Type: LEASE/RENTALS	
7. Dept/Office Director: Adam Hied			
9. Type of Procurement: Other			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

APPROVAL

<u>COUNTY OFFICE</u>	<u>YES</u>	<u>NO</u>	<u>SIGNATURE</u>
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<div style="display: flex; justify-content: space-between;"> Phillip ADam Hied <small>Digitally signed by Phillip ADam Hied Date: 2024.08.20 10:06:01 -04'00'</small> </div>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<div style="display: flex; justify-content: space-between;"> Watson, Michael <small>Digitally signed by Watson, Michael Date: 2024.07.16 10:03:19 -04'00'</small> </div>
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
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, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and 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 (Contract Form with County Attorney/ Risk Management/ Purchasing 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"/>

FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT, made and entered into this ___ day of ____, ____ by the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, a political subdivision of the State of Florida and between the VALKARIA AIRPORT, a County Airport, hereinafter referred to as "Airport", and Aerospace Technology Group, 1 Pilots Place. Hangar 71 Grant Valkaria. Fl 32949 ADDRESS, hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, the United States of America, by Quit-Claim Deed, dated, September 8, 1958, granted to Brevard County, acting by and through its Board of County Commissioners, 631.65 acres, more or less, which lands are known as the Valkaria Airport; and

WHEREAS, the Property will be used solely for aeronautical use; and

WHEREAS, Paragraph 6 of the Quit-Claim Deed of September 8, 1958, provided that the Valkaria Airport shall not be used for any purpose other than airport purposes without written consent of the Administrator of the Federal Aviation Agency, which consent shall be granted after the Administrator finds that such property can be so used for other than airport purposes without materially and adversely affecting the development, improvement, operation or maintenance of the Airport; and

WHEREAS, in view of the foregoing, the Airport Fund shall be paid for the use of the airport property.

NOW, THEREFORE, the parties hereby agree as follows:

1. TERM

Commencing upon signature of both Parties, The initial term of this agreement shall be 6 month, after which the agreement will continue on a month to month basis not to exceed a total of two years.

2. PROPERTY

The property subject to this Agreement shall be the property described in Exhibit "A".

3. PURPOSE

The Tenant shall utilize the land identified in Exhibit A for the sole purpose of utilizing a portable jet engine test stand for research and development related to jet engines and aircraft. No improvements including wastewater, water, or electricity shall be made to the subject property.

4. RENTAL

The Tenant hereby agrees to pay to the Airport, as required herein, monthly payments of \$200.00 due and payable in advance on the first day of each month commencing on the

effective date of this agreement. Should this Agreement begin prior to the beginning of the Month, the Tenant shall pay a prorated amount for that month.

Beginning March 1, 2025 and each year thereafter, the Base Rent will be increased by the Consumer Price Index for All Urban Consumers (CPI-U) utilizing the previous calendar years 12-month CPI average, whichever amount is higher.

FAIR MARKET VALUE.

Lease payments shall be based upon fair a reasonable market value for aeronautical uses as as determined by Valkaria Airport.

5. DELINQUENCIES.

Payments required shall be considered delinquent thirty (30) days after the date they are due and payable. A service charge at the applicable prime rate per annum from the date due and payable until paid shall be assessed the Tenant for such delinquencies.

6. NO LIENS CREATED.

Each party covenants and agrees that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of the other whomsoever, shall be bound by this provision of This Agreement Should any such lien be filed, the Tenant shall discharge the same within thirty (30) days thereafter by paying the same or by filing a bond, or otherwise, as permitted by law. The Tenant shall not be deemed to be the agent of the Airport so as to confer upon a laborer bestowing labor upon the premises, or upon a materialman who furnishes material incorporated in the construction of improvements upon the premises, a mechanic's lien upon the Airport's estate under the provisions of Chapter 713, Florida Statutes, 1975, and any subsequent revisions of that law.

7. SUBORDINATION.

This Agreement shall be subordinate to the provisions of any existing or future Agreement between the County and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for development of the Valkaria Airport. Except to the extent required for the performance of the obligations of Tenant,, nothing contained in this Agreement shall grant to Tenant any rights whatsoever in the airspace above the premises other than those rights which are subject to Federal Aviation Administration orders, regulations or advisory circulars currently or subsequently effective. Compatible with all requirements under 14 CFR part 77. The Tenant expressly acknowledges the property is an airport.

8. NONDISCRIMINATION.

The Tenant for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

a) That no person of the ground of race, color or national origin shall be excluded from participation or denied the benefits of, or be otherwise subject to discrimination in the use of the facility, Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Non-discrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended. Tenant shall operate the facility in accordance with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 u.s.c.794) and will assure that no qualified handicapped person shall, solely by reason of such person's handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination, including discrimination in employment.

(b) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination,

(c) that the Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(d) That in the event of breach of any of the above nondiscrimination covenants, Airport Owner shall have the right to terminate the Agreement and to re-enter and as if said Agreement had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

This Agreement and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Airport Owner acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the Agreement of said lands from the Airport Owner, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the Airport Owner pertaining to the Valkaria Airport.

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Tenant herein reserves the right to grant similar privileges to another Tenant or other Tenants on other parts of the airport.

9. DEFAULT.

Payments in arrears, in full or part, more than ninety (90) days shall constitute a default and shall be sufficient cause for Airport to terminate this Agreement.

10. AMENDMENT

This agreement may only be modified by written agreement of both parties.

11. TERMINATION.

Either may terminate this agreement with or without cause upon thirty (30) days written notice to the other party. Upon termination or cancellation of this agreement, and provided all monies due to the Airport have been paid, the Tenant shall have the right to remove all temporary buildings, machinery and equipment which it has installed or placed in the real property, with the exception of the fixed utilities. Tenant agrees to repair any damage occasioned by reason of such removal or because of its occupancy. In the event the Tenant fails to remove its property or to repair any damage done to real property, the airport reserves the right to remove and store all such property at the risk and expense of the Tenant and to make repairs as the Airport deems necessary to restore the real property with the cost of repairs to be paid by the Tenant.

12. MAINTENANCE AND REPAIRS.

The Tenant will be solely responsible for the maintenance, repair, and upkeep of the property identified in Exhibit A. Tenant shall, at Tenant's expense, keep the property and the fixtures and appurtenances therein in good condition and repair, in a sanitary and safe condition and shall commit no waste.

13. INDEMNIFICATION AND INSURANCE.

The Organization/Tenant agrees that it will indemnify and hold harmless the FAA and Brevard 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 Organization or Organization's employees, contractors, subcontractors, agents, representatives or volunteer's use, occupation, management or control of the Property or any improvements thereon or any furniture, furnishings, equipment and fixtures utilized in connection therewith. The Organization agrees that it will, at its own expense, defend any and all actions, suits or proceedings which may be brought against the County in connection with the said facilities arising from the Organization'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.

The Organization shall provide, without cost or expense to the County, policies of insurance generally known as General Liability Insurance. The policy shall be issued by a responsible

insurance company(ies) and in a form acceptable to the County, with combined limits of not less than One Million Dollars (\$1,000,000) for General Liability Insurance, to cover any and all claims and costs arising in connection with any and all liability claims in connection with any particular accident or occurrence and fire damage liability coverage with limits sufficient to provide for the replacement cost of any structure damaged due to fire. Auto Liability Insurance policy that includes coverage for all owned, non-owned and hired vehicles with a \$1,000,000 combined single limit for each occurrence. Workers' Compensation and Employer's Liability Insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage.

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

The Organization 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. The Organization 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 Organization. The County does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Organization's interests or liabilities, but are merely minimums. A certificate of insurance indicating that the Organization has coverage in accordance with the requirements of this Contract shall be furnished by the Organization to Brevard County.

14. INSPECTION.

During the term of this Agreement, the Airport shall have the right to enter the leased Property to inspect the same, to exercise COUNTY's rights under this Agreement, and to post appropriate or lawful notices.

15. ALTERATIONS.

Tenant shall not make nor allow to be made any alterations, additions or Improvements to or of the leased Property or any part thereof in without the express prior consent of the Airport, which Airport may grant or withhold in its sole discretion. In the event the Airport approves the Tenant's request, the work shall be performed in a good, workmanlike, lawful and lien-free manner, and in compliance with all applicable Laws and this Agreement.

The Tenant shall indemnify and save harmless the Airport against all claims by any person, firm, or corporation. Alterations may be subject to review through 14 CFR part 77.

16. TAXES.

The Tenant shall pay all ad valorem taxes levied or assessed against the premises by the appropriate governmental authorities, if applicable, together with all ad valorem taxes levied

against any stock or merchandise, furniture, furnishings, equipment, and other property located in, on or upon the premises.

17. EXCLUSIVE USE.

This Agreement shall in no way convey the exclusive use of any part of the Airport, except as described herein and shall not be construed as providing any special privilege for any public portion of the Airport. The Airport reserves the right to Lease to other parties any portion of the Airport property not described in Exhibit A for any purpose deemed suitable for the Airport by the Airport.

The County or its agents may at any time enter in and on the Property for the purpose of inspection of same and performing such other duties as are required by the terms of this Contract and the rules, regulations, ordinances and laws of any government body.

18. SUBLEASE

The Tenant is hereby prohibited from assigning or subleasing any rights provided in this agreement without the written consent of the Airport. This in no way prohibits the tenant from collaborating with other entities utilizing the jet engine test cell to conduct research, upon written consent of County.

19. AGREEMENT OF THE COUNTY WITH THE UNITED STATES OF AMERICA

The terms and conditions hereof shall not be construed to prevent the County from making commitments it desires to the Federal Government or to the State of Florida to qualify for the expenditure of State or Federal funds upon said airport property.

20. NATIONAL EMERGENCY.

During any national emergency declared by the President or by the congress, the United States shall have the right to take exclusive or non-exclusive control and possession of the above-mentioned real property, or of such portion thereof as it may desire, rent to be abated accordingly in proportion to said occupancy.

21. NOTICES.

Whenever any notice or payment is required by this Agreement to be made, given or transmitted to the parties hereto, such notice or payment shall be addressed to: The Airport Manager, Valkaria Airport, 1 Pilots' Place Malabar, Florida 32950 and The Director of Parks and Recreation Department, 2725 Judge Fran Jamieson Way. Viera, FL 32940

22. CONDEMNATION.

If it be in the interest of the public, the county shall have the right to condemn said demised premises even though it is itself a part to said Agreement for said real property.

23. SEVERABILITY.

It is the intention of both of the parties hereto that the provisions of this Agreement shall be severable in respect to a declaration of invalidity of any provisions hereof.

24. ASSIGNS AND SUCCESSORS.

Except as herein otherwise provided, the covenants and conditions shall be binding upon and inure to the benefit of the successors of the parties hereto.

25. LEASE RESTRICTIONS.

The Tenant hereby agrees to abide with all elements as contained in the Airport Rules and Regulations and Minimum Standards for Valkaria Airport as attached hereto as Attachment B and hereby made a part hereof.

26. PERFORMANCE GUARANTEE SPECIAL CONDITIONS

(a). The Airport reserves unto itself, its successors, and assigns for the use and benefit of the public, a right to flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

(b). The Tenant shall restrict the height of structures, objects of natural growth and other obstructions to such a height so as to comply with Federal Aviation Regulation, Part 77 or as directed by the Airport.

(c). The Tenant shall not use the said property for any use which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

(d). Tenant is expressly prohibited from interfering with the landing and taking off of aircraft, of interfering with navigational aids/communications equipment, prohibits activities with potential to attract wildlife, etc.). The Tenant expressly acknowledges the property is used as an airport.

(e). Prior to any construction, a Notice of Proposed Construction, Federal Aviation Administration (FAA) Form 7460-1, should be submitted to and approved by the FAA if it falls within the requirements of FAR Part 77.13.

(f). Tenant shall provide any information requested by the Airport required to comply with this section and prior to any construction. Tenant shall not begin any construction until express consent is given by the airport in order to comply with any local, state, or federal laws and permitting requirements. The Tenant shall adhere to the rules and regulations of the Airport, minimum standards, and all local ordinances, building codes, fire codes or as otherwise required by law.

(g). The Tenant agrees, at its sole cost and expense to maintain all of the improvements in a good state of repair and to keep the premises in a clean, neat, and orderly condition. Nothing

in this clause shall constitute a waiver of County's sovereign immunity or protections under 768.28 Florida Statutes.

27. ADDITIONAL FAA REQUIREMENTS

Compatible with airport operations Airport must meet all requirements under 14 CFR Part 77, which prohibits Tenant from interfering with the, landing and taking off of aircraft of interfering with navigational aids/communications equipment, prohibits activities with potential to attract wildlife, etc.). The Tenant explicitly acknowledges that the Tenant is leasing property used as an airport.

28. EFFECTIVE DATE.

The effective date of this Agreement shall be upon signature of both Parties and all terms and conditions stated herein shall apply as of that date.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

29. E-Verify.

A. In accordance with Chapter 448.095, Florida Statutes, the Organization must 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 Organization during the term of this Contract; and

B. The Organization must 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 subcontractors during the term of this Contract; and

C. The Organization 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 Organization's enrollment in the program. This includes maintaining a copy of proof of the Organization's and subcontractors' enrollment in the E-Verify Program.

D. The Organization 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); or
- 4) The contract is being executed with a company based outside of the United States of America and does not employ any United States of American citizens.

E. An Organization 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 Organization 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.

30. 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 Organization of the request and the Organization 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 Organization 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 Organization fails to provide the requested public records to the County within a reasonable time, the Organization 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. Organization's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination. If Organization 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 Organization's possession and control, the Organization agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Organization shall hire and compensate attorneys to represent the Organization and County in defending such action. The Organization 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 Organization has questions regarding the application of Chapter 119 Florida Statutes, to the Organization's duty to provide Public Records relating to this Contract, contact the Custodian of Public Records:

Brevard County Valkaria Airport
Liesl King, Airport Operations Superintendent
1 Pilots Place
Malabar, FL 32950

Email: Liesl.king@brevardfl.gov

Phone: (321) 952-4590

31. 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.

32. Illegal, Unlawful or Improper Use.

The Organization shall not make any unlawful, immoral, improper, or offensive use of the Property nor allow said Property be utilized for any purpose other than that hereinabove set forth. Failure of the Organization 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 Property and terminate this Contract.

33. Venue and Waiver of Right to Trial by Jury

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.

34. Statutes, Laws, Rules and Regulations.

The Organization's use of the Property will be in accordance with all applicable laws, rules, regulations, policies and procedures approved by the County and prescribed safety rules and regulations. It shall be the Organization's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, state, and federal agencies as applicable.

ATTEST:



Rachel M. Sadoff, Clerk

Board of County Commissioners of
Brevard County, Florida



Jason Steele, Chair

As approved by the Board 07-23-2024.

Valkaria Airport

Aerospace Technology Group

Phillip Hied, Airport Manager

EXHIBIT A

Use Area Aerial Picture:



Exhibit A cont'd

Use Area Aerial Close-Up:

