

Meeting Date
December 6, 2016



AGENDA	
Section	New Business
Item No.	VI.C.1.

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Lease of Brevard Public Schools property for a future Emergency Operations Center and Communications Center
DEPT/OFFICE:	DISTRICT 2 COMMISSION OFFICE

Requested Action:

It is requested that the Board of County Commissioners approve and the Chairman sign the attached lease agreement with the School Board of Brevard County for a 4.93-acre site on Huntington Lane in Rockledge, for future construction of a new Emergency Operations Center and Communications Center.

Summary Explanation & Background:

HISTORY & CURRENT SITUATION: An analysis of the current facility and needs, conducted by Architects Design Group in 2012, determined that a 60,000 square foot facility would provide for an Emergency Operations Center, co-located law enforcement/fire 911 communications center, traffic management center, 800 MHz public safety radio system, E911 administration, and logistical space to support daily and disaster emergency management operations. The National Weather Service has begun to initiate co-locating their local offices with EOCs including the Melbourne NWS office that would require an additional 6,000 square feet for a total of 66,000.

The current Emergency Operations Center is 50 years old, in need of constant repair, and too small to accommodate all the functions associated with emergency management, especially during a large-scale emergency such as the recently experienced Hurricane Matthew. In addition to providing space for representatives of County departments, partner agencies, State and Federal liaisons, and municipalities, this facility needs space for emergency operations, 800 MHz public safety radio system communications, and E-911 administration and address assignment, as well as Brevard County Fire Rescue's communication center.

As Commissioner, I have had numerous meetings with School Board members and staff regarding the 4.93 acre vacant property adjacent to the EOC to join the properties for the purpose of expanding the footprint of the campus for future construction. The School Board unanimously approved leasing the land to Brevard County at an annual lease rate of \$1.00 per year. This property will provide for the construction of a future facility that would enhance local and regional public safety, as well as national security.

EOC expansion has been a priority of the Brevard County BOCC for State and Federal legislators for several years, and efforts to address the size and functionality of the building go back well over a decade. Brevard County has the most frequently activated EOC in the entire State of Florida, due to launch activities at Kennedy Space Center and Cape Canaveral Air Force Station. In addition, the Emergency Management Department recently achieved national Emergency Management Accreditation for its professional operations; and ranks in the top 3% of counties receiving federal disaster declarations over the past 50 years. Working with Governor Rick Scott who traveled to the EOC during Hurricane Matthew he and I were able to observe first-hand how inadequate the conditions were. This lease approval is the next step for the long range goal of expansion and will continue to be a top priority in our legislative package. In the future, expansion at the existing location will save significant dollars not moving the entire operation to a new location.

The 4.93-acre property on Huntington Lane is adjacent to the current EOC property at 1746 Cedar Street, and would be an excellent location for a new facility, based on its accessibility from I-95 and US1, as well as a north-south midpoint for the county.

COST/BENEFIT ANALYSIS: The lease shall be for a term of 30 years with two (2) automatic renewal terms for 30 years and a third renewal term of nine (9) years for a total of 99 years at a cost of \$1 per year, and can be absorbed by the current Emergency Management budget.

FISCAL IMPACT: There will be no impact to the General Fund.

Clerk to the Board Instructions: Send Clerk Memorandum to Emergency Management along with one set of copies, please.

Exhibits Attached: Lease Agreement									
Contract /Agreement (If attached): Reviewed by County Attorney				Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager		Assistant County Manager			Department Director / Extension				
Commission Office Jim Barfield, District 2									



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

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

December 7, 2016

MEMORANDUM

TO: Kimberly Prosser, Emergency Management Director

RE: Item VI.C.1., Approval of a Lease Agreement with the School Board of Brevard County for Property for Future Construction of a New Emergency Operations Center and Communications Center

The Board of County Commissioners, in regular session on December 6, 2016, granted approval of a Lease Agreement with the School Board of Brevard County for property for future construction of a new Emergency Operations Center and Communications Center; and authorized the Chairman to execute the Agreement. Enclosed is an executed Agreement.

Upon Execution by The School Board of Brevard County, Florida, please return the fully-executed Agreement to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/kp

Encl. (1)

cc: County Manager
Commissioner Barfield

RECEIVED

DEC 15 2016

**BREVARD COUNTY
EMERGENCY MANAGEMENT**

**LEASE AGREEMENT
BETWEEN
THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
AND
THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**

THIS AGREEMENT, made and entered into this 6 day of December 2016, by and between the School Board of Brevard County, Florida, a public corporation and governing body of the School District of Brevard County, duly created in accordance with Article IX, Section 4 Florida Constitution, hereinafter referred to as the "SCHOOL BOARD," Brevard County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "COUNTY."

WHEREAS, the SCHOOL BOARD owns 4.93 acres of vacant property on the west side of Huntington Lane adjacent to the COUNTY'S Emergency Operations Center; and

WHEREAS, the COUNTY desires to construct a new Emergency Operations Center on the property owned by the SCHOOL BOARD; and

WHEREAS, the SCHOOL BOARD and the COUNTY are desirous of cooperating with each other to provide adequate and appropriate emergency operations facilities for the citizens of Brevard County; and

WHEREAS, in the interest of providing the best services with the least possible expenditure of public funds, cooperation between the COUNTY and the SCHOOL BOARD is necessary and desirable; and

WHEREAS, the COUNTY, as governing body of the Brevard County Emergency Operations Center, is authorized to contract with local agencies for the provision of emergency operations services;

NOW THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00), the receipt and sufficiency of which is acknowledged, the COUNTY and the SCHOOL BOARD do hereby agree as follows:

1. The above recitals are true and correct and are deemed an integral part of this Agreement.
2. The SCHOOL BOARD will provide a ground lease to the COUNTY for the property as described in attached "Exhibit A."
3. The lease shall be for a term of thirty (30) years with two (2) automatic renewal terms of thirty (30) years each and a third renewal term of nine (9) years for a total of Ninety-Nine (99) years. Upon five (5) years notice prior to the end of any term provided by either party this lease may be terminated.

4. The COUNTY shall pay the SCHOOL BOARD a lease payment of One and 00/100 Dollar (\$1.00) per year.

5. The COUNTY shall pay all taxes and assessments levied upon the leased premises during the lease term including ad valorem real or personal property taxes, intangible taxes and privilege taxes.

6. The County covenants and Agrees to protect the SCHOOL BOARD'S reversionary interest in the leased premises from any mechanic liens incurred in connection with the erected improvements or other operations by the COUNTY or those acting under it upon the leases premises. The SCHOOL BOARD shall not be liable for any labor, material or services furnished to COUNTY or anyone acting under COUNTY upon credit. No mechanic or other liens for such labor, materials or services shall attach to or affect any interest of the SCHOOL BOARD in or to said leased premises.

7. The COUNTY shall use the property only for emergency operations purposes to benefit the citizens of Brevard County. Any other use shall constitute a breach of this Agreement and shall terminate the lease if not cured within sixty (60) days after notice.

8. The COUNTY may construct a new Emergency Operations Center and related ancillary and site improvements necessary for emergency operations purposes within the leased area when funding is available.

9. The COUNTY, at its expense, shall be responsible for the construction, purchase and maintenance of all improvements, tangible property, personal property, and costs for all utility services and other related services within the leased area.

10. The COUNTY shall have exclusive control over the operation of the Emergency Operations Center.

11. The COUNTY shall comply with all federal, state and local laws, regulations and ordinances which govern the use, storage, handling and disposal of hazardous substances, wastes or materials.

12. In the event of partial or total damage by fire or other natural disaster, the COUNTY may, at its option, reconstruct the Emergency Operations Center and related improvements as necessary to resume emergency operations functions. If the COUNTY declines to repair or reconstruct the improvements as necessary to resume emergency operations functions within the leased area, the lease shall terminate and the County shall remove all structures and improvements from the leased area at their cost unless such removal is fully or partially waived by the SCHOOL BOARD. The COUNTY shall retain title to and ownership of all personal property purchased by the COUNTY and placed within the leased area.

13. Upon expiration of the lease, County shall remove all structures and improvements from the leased area at their cost unless such removal is fully or partially waived by the SCHOOL BOARD. The COUNTY shall retain title to and ownership of all personal property purchased by the COUNTY and placed within the leased area.

14. The COUNTY shall at all times maintain liability insurance in amounts of \$200,000 per claimant and \$300,000 per occurrence, or such higher limits as may be imposed by any future amendments to Section 768.28, Florida Statutes. Nothing in this agreement shall be deemed as a waiver of sovereign immunity of either of the parties beyond any statutory limited waiver which may have been or may be adopted by the Florida Legislature and nothing in this agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity.

15. This Agreement is not assignable by either party.

16. No change, modification or waiver of any of the provisions or conditions of this Agreement shall be valid unless in writing, signed by a duly authorized representative for each party. Waiver of any breach of the Agreement, or failure to follow any provision of the Agreement, shall not be deemed a waiver of any other or subsequent breach, and shall not be considered to be a modification of the terms of this Agreement.

17. This Agreement shall be governed by the laws of the State of Florida. In the event any portion of said Agreement is declared invalid by any Court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

18. This Agreement represents the entire agreement between the parties.

19. Any notice required to be provided herein shall be directed to the parties' chief executive officers as the following addresses:

THE COUNTY OF BREVARD

Office of the County Manager
2725 Judge Fran Jamieson Way
Viera, Florida 32940

**THE SCHOOL BOARD OF
BREVARD COUNTY**

Office of the Superintendent
2700 Judge Fran Jamieson Way
Viera, Florida 32940-6699

20. **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.

21. This agreement shall take effect when adopted by the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY and the SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, and fully executed by their duly authorized representatives.

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

The School Board of Brevard
County, Florida

By: Misty Belford

Misty Belford Chairman

12-13-16
Date

Board of County Commissioners
of Brevard County, Florida

By: [Signature]

Curt Smith, Chairman

December 6, 2016
Date

(as approved by the Board on 12/6/16, 2016)

DOT
ATTEST:

[Signature]

Desmond K. Blackburn, Ph.D.
Superintendent

ATTEST:

[Signature]

Scott Ellis, Clerk of Courts

EXHIBIT "A"

Legal description of real estate located in Brevard County, Florida, owned by the School Board of Brevard County, Florida:

Commence at the Northeast corner of Section 9, Township 25 South, Range 36 East, Brevard County, Florida, and run North $89^{\circ}53'28''$ East along the North line of said Section 9 1,137.23 feet; thence run South $00^{\circ}59'48''$ West along the West right-of-way line of Huntington Lane 625.00 feet to the Point of Beginning of this description; from the Point of Beginning continue South $00^{\circ}59'28''$ West along the West right-of-way line 365.00 feet to the North line of a 30.00 foot Utility Easement; thence run South $89^{\circ}53'28''$ West along the North line of said Easement 588.53 feet; thence run North $00^{\circ}57'28''$ East 365.00 feet; thence run North $89^{\circ}53'28''$ East 588.78 feet to the Point of Beginning, containing 4.93 acres, more or less.

HUNTINGTON LN

School Board
214,985 sq ft
4.93 acres

Realestate Number: 2506001

Red Cross
89,734 sq ft
2.06 acres

Realestate Number: 2505988

EOC

140,910 sq ft
3.23 acres

Realestate Number: 2505969

DOVE AV

CEDAR ST

