



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.2.

7/22/2025

Subject:

Approval Re: Second Amendment to Lease Agreement and Renewal of the Interlocal Agreement with the Space Coast Transportation Planning Organization

Fiscal Impact:

No Fiscal Impact is associated with the Second Amendment to Lease Agreement as the rental payment terms previously approved by the Board shall continue. For FY26, the rent will be \$30,465.

Dept/Office:

Public Works Department/Finance and Contracts Administration

Requested Action:

It is requested that the Board of County Commissioners:

1. Approve and authorize the Interim County Manager or County Manager to execute the Second Amendment to the Lease Agreement with the Space Coast Transportation Planning Organization;
2. Approve and authorize the Interim County Manager or County Manager to execute any other necessary lease-related documents such as amendments, renewals, contingent upon review and approval by the County Attorney's Office, Risk Management, and Purchasing Services; and
3. Approve and authorize the Interim County Manager or County Manager to execute the upcoming renewal of the Interlocal Agreement and any other agreement-related documents such as amendments, renewals, contingent upon review and approval by the County Attorney's Office, Risk Management, and Purchasing Services.

Summary Explanation and Background:

On October 1, 2010, the Space Coast Transportation Planning Organization (SCTPO) entered into an Interlocal Agreement (ILA) with Brevard County to receive certain operational/administrative services from the County and to provide certain transportation planning services for the County. Also, on October 1, 2010, a Lease Agreement with the SCTPO and the County was established to provide office space for the administrative operations and staff of the SCTPO. Since then, the Lease Agreement was amended on September 10, 2015 which included renewals through September 30, 2025. The Second Amendment to the Lease Agreement reconfirms the existing lease including the established rental payment terms which provide for annual adjustments. Also, if the SCTPO initiates and desires to move and relocate to an area outside of the lease's defined premises or to the future Transportation Management Center, the SCTPO shall be responsible for any related moving cost expenses, and the County agrees to either amend or enter into a new lease. Furthermore, the Second Amendment revises the existing lease by providing an option to extend the lease for another five years. The County is extending the lease to September 30, 2030. In accordance with Administrative Order 29, the Second Amendment has been reviewed and approved by the County Attorney's Office, Risk Management, and Purchasing Services. The Space Coast Transportation Planning Organization approved the Second

Amendment at their July 10, 2025 Board meeting.

The ILA with the SCTPO is also effective from October 1, 2020 to September 30, 2025. The SCTPO plans to renew the ILA for an additional five-year term through September 30, 2030, but the renewal has not been finalized. As required by the ILA, the SCTPO provided written notice to the County of its intent to renew. Upon review and approval by the County Attorney's Office, Risk Management, and Purchasing Services, the Renewal to the ILA will be executed by the Interim County Manager or County Manager.

Clerk to the Board Instructions:

Return the Second Amendment to the Lease Agreement to the Public Works Department.



July 28, 2025

MEMORANDUM

TO: **Marc Bernath, Public Works Director**

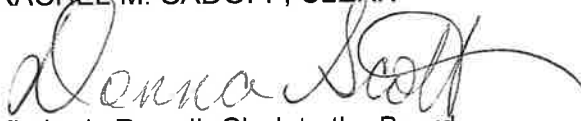
RE: Item F.2., Approval of Second Amendment to Lease Agreement and Renewal of the Interlocal Agreement with the Space Coast Transportation Planning Organization

This is to correct memorandum dated July 23, 2025. The Board of County Commissioners, in regular session on July 22, 2025, approved and authorized the Interim County Manager, or County Manager, to execute the Second Amendment to the Lease Agreement with the Space Coast Transportation Planning Organization; approved and authorized the Interim County Manager, or County Manager, to execute any other necessary lease-related documents such as amendments and/or renewals, contingent upon review and approval by the County Attorney's Office, Risk Management, and Purchasing Services; and approved and authorized the Interim County Manager, or County Manager, to execute the upcoming renewal of the Interlocal Agreement and any other agreement-related documents such as amendments and/or renewals, contingent upon review and approval by the County Attorney's Office, Risk Management, and Purchasing Services. Enclosed is the fully-executed Second Amendment to the Lease Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

Encl. (1)

cc: Contracts Administration
County Manager
County Attorney
Budget
Finance

**SECOND AMENDMENT TO
LEASE AGREEMENT BY AND BETWEEN
BREVARD COUNTY AND
THE SPACE COAST TRANSPORTATION PLANNING ORGANIZATION**

THIS SECOND AMENDMENT TO LEASE AGREEMENT, made and entered into, by and between the Brevard County, Florida, a political subdivision of the State of Florida (hereinafter called the "COUNTY") and the Space Coast Transportation Planning Organization, a Metropolitan Planning Organization created and operating pursuant to Section 339.175, Florida Statutes (hereinafter called the "TPO").

WITNESSETH

WHEREAS, Section 339.175(1) Florida Statutes, provides for the designation of a metropolitan planning organization for each urbanized area of the State and the creation and operation of such metropolitan planning organizations pursuant to an interlocal agreement entered into pursuant to Sections 163.01 and 339.175, Florida Statutes; and

WHEREAS, the Governor of Florida has designated the TPO as the metropolitan planning organization for the Palm Bay/Melbourne/Titusville urbanized area and the TPO is duly created and operates pursuant to an interlocal agreement between the Florida Department of Transportation and the affected units of general and special purpose local governments within the Palm Bay/Melbourne/Titusville urbanized area; and

WHEREAS, the aforesaid Interlocal Agreement was executed and recorded on June 25, 2025, in Official Records Book 10368, Page 786, Public Records of Brevard County, Florida; and

WHEREAS, pursuant to Section 339.175(2)(b), Florida Statutes, the TPO is a legally independent governmental entity distinct from Brevard County, Florida, a political subdivision of the State of the Florida, and has the TPO has the authority to contract with the COUNTY for the provision of certain services; and

WHEREAS, Brevard County exists as a charter county of the State of Florida pursuant to Article VIII, Section 1(g), Florida Constitution of 1968; Sections 7.05 and 125.60 *et seq.*, Florida Statutes; and the Brevard County Charter of 1994; and

WHEREAS, the TPO currently leases space for its administrative offices from the COUNTY and is authorized by Sections 339.175(6) and 163.01, Florida Statutes, to contract with the COUNTY for same; and

WHEREAS, pursuant to Section 125.01(1), Florida Statutes, the COUNTY has the authority to enter into said Agreement as hereinafter provided; and

WHEREAS, the parties desire to amend the existing lease.

NOW, THEREFORE, in consideration of the terms and provisions herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the COUNTY hereby leases unto the TPO certain property as described herein:

1. Recitals; Confirmation of Existing Lease.

(a) Recitals. Each of the foregoing recitals is declared to be true and correct by the parties, and the aforesaid recitals are incorporated herein.

(b) Confirmation of Existing Lease. The lease between the TPO and the COUNTY commencing October 1, 2010, and as First Amended on September 10, 2015, followed by Renewal on July 21, 2020, relating to office space, meeting rooms and parking at the Brevard County Viera Government Complex, 2725 Judge Fran Jamieson Way, Melbourne, Florida 32940, be and the same is reconfirmed, and it is intended by the parties that said Lease shall continue in full force and effect except as otherwise modified by the parties by this instrument. The Original Lease, First Amendment, and the Renewal are incorporated herein by this reference. In the event of any conflict between the terms of this Second Amendment and the above-referenced documents, the terms of this Second Amendment shall control.

As used in this Second Amendment to Lease Agreement by and between the COUNTY and the TPO, the term "lease" shall mean and refer to the Original Lease Agreement which commenced on October 1, 2010, and subsequently First Amended on September 10, 2015, and Renewed on July 21, 2020, for office space, meeting rooms, parking, and other facilities at the Brevard County Viera Government Complex.

2. Amendment of Section 4. of the Lease. Section 4. of the Lease is hereby amended as follows. In interpreting this amendment, words underlined include new text, and words ~~stricken through~~ include text to be deleted from the Lease. Asterisks (***) indicate text not amended but not displayed in the Second Amendment to the Lease.

4. Re-location of Office Space. If the COUNTY shall desire to re-locate the TPO's Office Space within the Premises, ***

*** The TPO's Office Space shall not be relocated more than once every 1,095 days (365 days= one year).

If the TPO initiates and desires to move and relocate Office Space to within another area of the Premises or to the future Transportation Management Center, the TPO shall be responsible for related moving cost expenses and the County agrees to either amend or enter into a new Lease Agreement for new TPO Office Space.

3. Amendment of Section 5. of the Lease. Section 5. of the Lease is hereby amended as follows. In interpreting this amendment, words underlined include new text,

and words ~~stricken through~~ include text to be deleted from the Lease. Asterisks (* * *) indicate text not amended but not displayed in the Second Amendment to the Lease.

~~5. Term. The term of this Lease is five (5) years, and commenced on October 1, 2010 (the "Commencement Date"), and extending to and including September 30, 2015. The County has extended to the TPO two options to renew this Lease for a term of five (5) years for each option, which option may be exercised in the sole discretion of the TPO. The option may be exercised by a written letter from the TPO to the County with notice being given as provided in Section 22. Of the Lease. Pursuant to the first option to renew the Lease, the Lease was renewed for an additional five (5) year term commencing on October 1, 2015 and terminating on September 30, 2020. The second option, if exercised by the TPO, would be from October 1, 2020, until September 30, 2025. The second option to renew must be exercised at least 90 days prior to September 30, 2025.~~

5. Term. The term of the Original Lease was five (5) years, and commenced on October 1, 2010 (the "Commencement Date"), and extended to and included September 30, 2015. With the First Amendment, the County extended to the TPO two options to renew this Lease for a term of five (5) years for each option, both of which have been utilized with the last Renewal executed on July 21, 2020, extending the Lease to September 30, 2025. The COUNTY is adding an additional option to extend the Lease for another five (5) years beyond September 30, 2025, from October 1, 2025, to September 30, 2030. The TPO hereby exercises its option to renew the Lease to September 30, 2030, and the COUNTY agrees to said renewal.

4. Amendment of Section 22. of the Lease. Section 22. of the Lease is hereby amended as follows. In interpreting this amendment, words underlined include new text, and words ~~stricken through~~ include text to be deleted from the Lease. Asterisks (* * *) indicate text not amended but not displayed in the Second Amendment to the Lease.

22. Notice. Notice under this Agreement shall be given prepaid or post paid by: (i) U.S. certified mail, return receipt requested; (ii) recognized national overnight courier (*i.e.* – Federal Express, United Parcel Service, U.S. Postal Service); or (iii) hand delivery, addressed as follows:

To the TPO:

~~Bob Kamm, Staff Director~~

Georganna Gillette, Executive Director

Space Coast Transportation Planning Organization

2725 Judge Fran Jamieson Way, Bldg. B, Rm 105

Melbourne, FL 32940

With a copy to:

~~Paul Gougelman, General Counsel~~

Kristen Ottinger, General Counsel

Space Coast Transportation Planning Organization
c/o Weiss Serota Helfman Cole & Bierman
200 East Broward Blvd.
Suite 1900
Ft. Lauderdale, FL 33301

To the County:
Marc E. Bernath
Public Works ~~Facilities~~ Director
Brevard County
2725 Judge Fran Jamieson Way
Melbourne, FL 32940

With a copy to:
Alex Esseesse, Esq.
Deputy County Attorney
Brevard County
2725 Judge Fran Jamieson Way
Melbourne, FL 32940

The person or address to which any notice, demand or other writing may be given, made or sent, as above provided, may be unilaterally changed by written notice given by such party by giving notice to the other party hereto.

Notice shall be deemed to have been given upon receipt, if properly addressed and hand delivered, upon deposit with a recognized overnight courier, or within five (5) days after deposit in the U.S. mail. If the last day for giving any notice falls on a Saturday, Sunday, or post office holiday, the time is extended to the next day that is not a Saturday, Sunday, or post office holiday.

5. Construction of Agreement. The parties to this Second Amendment to Lease Agreement hereby acknowledge that they have fully reviewed this Agreement and have had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

6. Effective Date of this Second Amendment to Lease. This Second Amendment to the Lease shall be effective October 1, 2025.

This space left intentionally blank.

IN WITNESS WHEREOF, on the date last signed below, the parties have caused this Second Amendment to be executed by their duly authorized representatives in counterparts, each of which when taken together shall constitute one and the same agreement.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



James P. Liesenfeld, Interim County
Manager
Date: JUL 22 2025

As Approved by the Board on July 22, 2025.

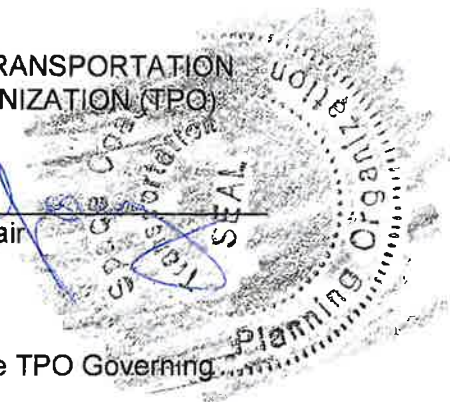
SPACE COAST TRANSPORTATION
PLANNING ORGANIZATION (TPO)



Andrea Young, Chair

As Approved by the TPO Governing
Board on:

July 10, 2025
Date





Georganna Gillette, Executive Director

Approved for legal form and content
solely for Brevard County:



Deputy County Attorney

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Space Coast Transportation Planning Organization (TPO)		2. Amount: N/A	
3. Fund/Account #: N/A		4. Department Name: Public Works	
5. Contract Description: 2nd Amendment to Lease with TPO			
6. Contract Monitor: Sandra Blanton		8. Contract Type: LEASE/RENTALS	
7. Dept/Office Director: Marc Bernath			
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"/>	Scott, Jeanette <small>Digitally signed by Scott, Jeanette Date: 2025.06.30 13:48:58 -04'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wall, Katherine <small>Digitally signed by Wall, Katherine Date: 2025.07.01 16:56:02 -04'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Jones, Julie <small>Digitally signed by Jones, Julie Date: 2025.07.02 11:02:48 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Esseesse, Alexander <small>Digitally signed by Esseesse, Alexander Date: 2025.07.01 08:56:19 -04'00'</small>

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"/>