

Meeting Date
<b>September 19, 2017</b>



AGENDA	
Section	Consent
Item No.	<i>II.C.8.</i>

**AGENDA REPORT**  
**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**

SUBJECT:	Lease Agreement with the City of Cocoa to occupy and operate an ambulance out of their current Fire Station #2. Fiscal Impact: \$1.00/year for the lease agreement, plus utilities and maintenance. Estimated utility and maintenance costs provided by the City of Cocoa are: General Maintenance - \$4,000.00/year; Electricity - \$5,500.00/year; Water/Sewer - \$2,400.00/year; Gas - \$400.00/year				
DEPT/OFFICE:	Brevard County Fire Rescue				
Requested Action:	It is requested the Board of County Commissioners approve the Lease Agreement for Fire Station #2 with the City of Cocoa.				
Summary Explanation & Background:	<p>Fire Rescue is requesting approval to enter into a lease agreement with the City of Cocoa to occupy and operate an ambulance out of their current Fire Station #2 located at 113 South Fiske Boulevard, Cocoa, Florida for the sum of \$1.00 per year. This lease agreement will provide EMS service delivery in the Rockledge/Cocoa area. Further service delivery improvements to incorporated and unincorporated Cocoa will come in the form of an enhanced automatic aid agreement between the two agencies for fire protection. Once BCFR occupies Fire Station #2 and the City completes construction and occupies their three (3) new fire stations, the City agrees to partner with BCFR on the Automatic Aid Agreement.</p> <p>The City of Cocoa is currently constructing three (3) new fire stations and will cease operations from their current fire stations when their new facilities are completed. Cocoa Fire Station #2 is forecasted to be vacated by the City of Cocoa in early 2018. Fire Station #2 has been a public safety symbol for many years; keeping this station operational by BCFR will provide the surrounding community uninterrupted emergency service presence that they have come to expect.</p> <p>BCFR currently operates two (2) ambulances from Station 44 on the west SR 520 corridor near I-95. The relocation of one of these ambulances further east to Cocoa Fire Station #2 (Fiske Boulevard and SR 520) will allow for improved response times through closer location to the area of greater population density.</p> <p>BCFR will lease Cocoa Fire Station #2 (renamed BCFR Station 46) from the City of Cocoa for a sum of \$1.00 per year for the duration of the Agreement and will be responsible for any maintenance, repairs, and utilities costs. Prior to BCFR acquiring Fire Station #2, the City has agreed to make some needed facility improvements to include paint, gutters, storm hardened bay doors and impact resistant windows.</p> <p>Fiscal Impact: \$1.00/year plus utilities and maintenance costs (see above).</p> <p>Contact Information:</p> <p>Mark Schollmeyer, Fire Chief/Director  (321) 633-2056 Ext. 52555  <a href="mailto:mark.schollmeyer@brevardfl.gov">mark.schollmeyer@brevardfl.gov</a></p>				
Clerk to the Board Instructions:					
Exhibits Attached:	Lease Agreement				
Contract /Agreement (If attached):	Reviewed by County Attorney	Yes	X	No	<input type="checkbox"/> PR <input type="checkbox"/>
County Manager	Assistant County Manager			Department Director / Extension	
Frank Abbate <i>[Signature]</i>				<i>[Signature]</i> Mark Schollmeyer, Fire Chief/Director 52555	

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**INITIAL CONTRACT FORM**

**SECTION I - The following information must be completed on all new contracts submitted to the Board.**

<b>1. Contractor:</b> City of Cocoa	
<b>2. Fund/Account #:</b> 1350/284000	<b>Department Name:</b> Fire Rescue
<b>4. Contract Description:</b> Agreement Transfer of Fire Station #2 to County	
<b>5. Contract Monitor:</b> Mark Schollmeyer, Fire Chief/Carrie Cotter	<b>6. Mail Stop #:</b> 50
<b>7. Dept./Office Director:</b> Mark Schollmeyer, Fire Chief	<b>8. Contract Type:</b>
<b>ACTION DATE:</b> 30 days from entry	<b>ACTION REQUIREMENT:</b> Need complete data

**SECTION II - The following departments must approve all contracts submitted to the Board:**

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	✓	_____	(ms)	7/13/17
Risk Management	_____	_____	_____	_____
County Attorney	✓	_____	BT	7/19/17

If any office denies approval, the package will be returned immediately to the User Agency.

**SECTION III - CONTRACT MANAGEMENT DATABASE CHECKLIST**

<u>DATABASE REQUIRED FIELDS</u>	<u>Complete</u> ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund and GL Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional renewals/extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in database (Initial Contract Form with County Attorney/Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>
<b>Note:</b> Insurance Certificates uploaded under collapsible/expandable <u>Monitor Bar Section</u> Change Order/Task Order uploaded under collapsible/expandable <u>Monitor Bar Section</u> Contract Renewal documents uploaded under collapsible/expandable <u>Renewal /Bar Section</u>	

**NOTE:** This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form, Executed/Attested Contract to department for contract to be entered and uploaded into the Contract Management System. See AO-29 for additional information.

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

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	<u>YES</u>	<u>NO</u>		
User Agency	✓	_____	<u>ms</u>	<u>7/13/17</u>
Risk Management	✓	_____	<u>ML</u>	7-25-2017
County Attorney	_____	_____	_____	_____

If any office denies approval, the package will be returned immediately to the User Agency.

**SECTION III - CONTRACT MANAGEMENT DATABASE CHECKLIST**

<u>DATABASE REQUIRED FIELDS</u>	<u>Complete</u> ✓
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Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund and GL Account	<input type="checkbox"/>
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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

September 20, 2017

**M E M O R A N D U M**

**TO:** Chief Mark Schollmeyer, Fire Rescue Director

**RE:** Item II.C.8., Interlocal Agreement with City of Cocoa for Lease to Occupy and Operate an Ambulance Out of Fire Station #2

The Board of County Commissioners, in regular session on September 19, 2017, approved the Interlocal Agreement with the City of Cocoa for lease occupancy and operation of an Ambulance out of Fire Station #2. Enclosed are two certified copies of the Interlocal Agreement for your action.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*for Donna Scott*  
for Tammy Rowe, Deputy Clerk

/ds

Encls. (2)

cc: Contracts Administration  
Finance  
Budget

**INTERLOCAL AGREEMENT  
BETWEEN  
BREVARD COUNTY AND THE CITY OF COCOA**

**(Lease of Fire Station #2)**

**THIS INTERLOCAL AGREEMENT** ("Agreement") is entered into this 19 day of September, 2017, by and between **BREVARD COUNTY**, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, (hereafter referred to as the "County") and the **CITY OF COCOA**, a Florida municipal corporation, whose address is 65 Stone Street, Cocoa, Florida 33922, (hereafter referred to as the "City").

**WITNESSETH:**

**WHEREAS**, the County and the City desire to continue to cooperate and coordinate the provision of Emergency Medical Services and Advanced Life Support Services ("EMS/ALS Services") within the jurisdictional limits of the city of Cocoa and in unincorporated areas of Brevard County in an efficient and economical manner; and

**WHEREAS**, the County and the City have common power to provide EMS/ALS Services for the benefit of the public; and

**WHEREAS**, the City currently owns and maintains the Fire Station #2 Property located at 113 S. Fiske Blvd., Cocoa, Florida 32922 ("Fire Station #2 Property"); and

**WHEREAS**, once the new City fire stations have been constructed and occupied by the City, the City desires to lease the Fire Station #2 Property to the County so the County can operate and provide EMS/ALS Services from the Fire Station #2 Property; and

**WHEREAS**, this Agreement is authorized pursuant to the provisions of Chapters 125, 163, and 166, Florida Statutes and other applicable law; and

**WHEREAS**, the parties hereto have determined that this Agreement is in furtherance of the community health, safety and welfare and the public interest;

**NOW THEREFORE**, in consideration of the premises herein, the parties hereby agree as follows:

**Section 1. Recitals.** The above recitals are deemed true and correct and are hereby incorporated herein by this reference.

**Section 2. Purpose.** The purpose of this Agreement is for the City to lease to the County the Fire Station #2 Property, which is more particularly and legally described in "**EXHIBIT A.**" ("Fire Station #2 Property"). The lease is for the sole and exclusive purpose of allowing the County to provide and operate primarily EMS/ALS Services and secondarily (if necessary) fire protection services from the Fire Station #2 Property.

**Section 3. Lease of Fire Station #2 Property.** Within thirty (30) days of the City completing the construction of the three new fire stations and vacating the use of the Fire Station #2 Property, the City shall deliver a fully executed lease to the County, in a form substantially similar to the Lease Agreement attached hereto as **EXHIBIT "B**, leasing any and all interests in the Fire Station # 2 Property including any buildings or structures thereon. The County shall be required to execute and deliver to Cocoa the lease within fourteen (14) days with no undue delay upon receipt of the executed lease from Cocoa. The lease of the Fire Station #2 Property to the County shall provide that the use of said property shall be strictly limited to the County providing EMS/ALS Ambulance Services and fire protection services within the jurisdictional limits of the city of Cocoa and unincorporated areas of Brevard County. The lease shall also contain an

automatic termination provision in favor of the City if the County either: (i) discontinues the use of Fire Station #2 Property for EMS/ALS Services pursuant to the provisions of Section 4 of this Agreement, or (ii) attempts to divest itself of the Fire Station #2 Property or otherwise transfer control of the Fire Station #2 Property to a third party without the prior written consent of the City. Upon the full execution of the lease, the lease shall be deemed effective and the County shall have a leasehold interest and plenary authority over and full responsibility for the functional operation and maintenance of the Fire Station #2 Property. All of the City's rights, responsibilities, liabilities, duties and obligations as to the Fire Station #2 Property shall be transferred to and assumed by the County during the term of the lease and said property shall be deemed fully in the possession of the County.

**Section 4. Covenant to Maintain For EMS/ALS Services; Property Insurance; Discontinuance of EMS/ALS Services.**

(a) Upon the effective date of the lease of the Fire Station # 2 Property to the County, the County agrees to maintain the subject property for EMS/ALS Services and secondarily for fire protection services if necessary.

(b) At all times after the effective date of the lease of the Fire Station # 2 Property to the County, the County shall be responsible for maintaining adequate levels of property liability insurance insuring the full market value of the buildings and structures located on the Fire Station # 2 Property from property damage events.

(c) In the event that the County determines that it no longer desires to use the Fire Station #2 Property for EMS/ALS Services, the County shall provide the City with at least one (1) year six months written notice of such desire before discontinuing the provision of EMS/ALS Ambulance Services from the Fire Station # 2 Property. During

this minimum one year notice period, the County and City agree to jointly reevaluate the provision of EMS/ALS Ambulance Services within the jurisdictional limits of the city of Cocoa, and the City shall be afforded a reasonable amount of time to develop and implement plans to ensure that these services will be provided in a timely, efficient and effective manner at such time the County discontinues the use of the Fire Station #2 Property. At such time as the County discontinues the use and vacates the Fire Station # 2 Property, the lease shall be deemed terminated and the City will assume possession of the Fire Station #2 Property, except to the extent that the County and the City must resolve or settle any obligations, claims or liabilities incurred or occurring prior to the termination of the lease.

**Section 5.** “As-Is”; City’s Improvements Prior to Conveyance. The lease required under Section 3 of this Agreement shall be “as is,” with the exception that the City agrees that prior to conveyance, the City shall make the following repairs and improvements to the fire station building located on the Fire Station #2 Property:

- (a) Paint the exterior of the building;
- (b) Repair the existing gutters;
- (c) Minor interior repairs;
- (d) Replace the truck bay doors.

The aforesaid improvements are estimated to cost approximately \$25,000. No other improvements or repairs will be made by the City prior or after the conveyance of the Fire Station #2 Property. In addition, prior to the effective date of the lease, the County shall be permitted to inspect the Fire Station #2 Property and all buildings and structures thereon in order to assess the condition of the Property and to determine what, if any, repairs, modifications, or work will be performed by the County.

**Section 6. Implementation and Other Documents.** To the extent that the County Attorney and City Attorney determine that additional documents are required to be prepared and executed in order to effectuate the lease of the Fire Station #2 Property, the County Manager and City Manager are authorized to prepare or have prepared said documents and execute the same. Further, the parties agree to cooperate and execute such other instruments and documents as may be required to effectuate this Agreement.

**Section 7. Employee Status.** Persons employed by the City in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of the County, nor shall they have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the County's officers and employees either by operation of law or by the County. Persons employed by the County in the performance of services and functions pursuant to this Agreement shall not be deemed to be the employees or agents of the City, nor shall they have any claims to pensions, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.

**Section 8. Indemnification.** Neither party to this Agreement, its officers, employees or agents shall be deemed to assume any liability for the acts, omissions or negligence of the other party, its officers, employee or agents, except as provided by this Agreement.

**Section 9. Notices.**

(a) Whenever either party desires to give notice to the other party, notice shall be sent to:

**For the COUNTY:**

County Manager  
2725 Judge Fran Jamieson Way  
Viera, Florida 32740  
(321) 633-2001 (Phone)

**For the CITY:**

City Manager  
65 Stone Street  
Cocoa, Florida 32922  
(321) 433-8660 (Phone)

(b) Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices. Each such notice shall be deemed delivered on the date delivered if by personal delivery or on the date of transmission if by facsimile, or on the date upon which the return receipt is signed or delivery is refused or notice is designated by the postal authorities as not deliverable, as the case may be, if mailed or date of delivery by overnight delivery services as evidenced by a service receipt.

**Section 10. Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

**Section 11. Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and neither this Agreement nor any portion of it may be altered, modified, waived, deleted or amended except by a written instrument equal in dignity herewith and executed by the parties to

be bound thereby. This Agreement supercedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement.

**Section 12. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties.

**Section 13. Public Records.**

13.1 In the performance of this Agreement, the County and the City shall keep books, records, and accounts of all activities, related to this Agreement, in compliance with generally accepted accounting procedures, as adopted by the Department of Financial Services, as set forth in Rule 69I-61.0012, Florida Administrative Code, as amended or superseded from time to time, or the Auditor General. Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the County and the City for a period of three (3) years after termination of this Agreement for accounting related records and for other public records, five (5) years after termination of this Agreement, unless otherwise required by law to be held for a longer period of time. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of Chapter 19, Florida Statutes and Section 401.30, Florida Statutes.

13.2 No reports, data, programs or other materials produced, in whole or part for the benefit and use of the County or the City pursuant to this Agreement shall be subject to copyright protection in the United States or any other country.

13.3 The County and the City agree to comply promptly with any request for public records or documents made in accordance with Section 119.07, Florida Statutes.

13.4 Upon a request for public records related to this Agreement, the County or the City, as the case may be, will inform promptly the other party of the request and, upon request of the other party, provide electronic copies of the responsive public records provided, at no additional cost to the County or the City, as the case may be.

**Section 14. Conflict of Interest.** Both parties agree that they will not commit any act in the performance of its obligations pursuant to this Agreement that would create a conflict of interest, as defined by Chapter 112, Florida Statutes.

**Section 15. Effective Date.** This Agreement shall take effect on the date that it is executed by both parties hereto and recorded in the Official Records of Brevard County, Florida by either the City or County.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the date first written.

[EXECUTION PAGES FOLLOW]

ATTEST:



*Carie Shealy*  
Carie Shealy, City Clerk

CITY:

CITY OF COCOA, FLORIDA:

By:

A handwritten signature in black ink, appearing to read 'Henry U. Parrish, III', written over a horizontal line.

Henry U. Parrish, III  
Mayor

As authorized for execution by the City of  
Cocoa City Council at its September 13,  
          , 2016 regular meeting.

ATTEST:



SCOTT ELLIS  
Clerk of the Circuit and County Courts  
Brevard County, Florida.

COUNTY:

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

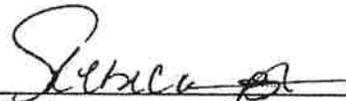
By: 

CURT SMITH, CHAIRMAN

Date:

As authorized for execution by the Board of  
County Commissioners at its September  
19, 2017 regular meeting.

Reviewed for Legal Form and Content:



Becky Behl-Hill, Assistant County Attorney

**EXHIBIT "A"**

**[Legal description of Fire Station # 2 Property]**

**EXHIBIT "B"**

**SHORT FORM LEASE AGREEMENT  
COCOA FIRE STATION #2**

This Agreement is made this 19 day of Sept., 2017 to be effective for the term stated herein, by and between the **CITY OF COCOA**, the Lessor, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY" and **BREVARD COUNTY**, the Lessee, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

**WITNESSETH**

**WHEREAS**, the CITY and COUNTY have entered into a separate INTERLOCAL AGREEMENT, dated \_\_\_\_\_, for purposes of allowing the COUNTY to provide and operate primarily EMS/ALS Services and secondarily (if necessary) fire protection services from the Fire Station #2 Property located within the jurisdictional limits of the city of Cocoa and legally described below ("Interlocal Agreement"), and,

**WHEREAS**, in furtherance of the Interlocal Agreement, the CITY has agreed to lease the CITY owned Fire Station #2 Property to the COUNTY,

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the CITY and the COUNTY agree as follows:

**1. LEASED PREMISES**

Legal Description: [INSERT LEGAL DESCRIPTION AND/OR MAP OF PROPERTY]

Physical Address: 113 South Fiske Blvd., Cocoa, Florida (inclusive of fire station building and rear paved parking area)

(Hereinafter referred to as Fire Station #2 Property)

**2. TERM**

The Agreement shall run concurrently with the Interlocal Automatic Aid Agreement between the CITY and COUNTY providing for the COUNTY to provide and operate primarily EMS/ALS Services and secondarily (if necessary) fire protection services from the Fire Station #2 Property with the following terms:

The Agreement shall be for five (5) years from the date of execution by the County and filing with the Clerk of the Circuit Court in and for Brevard County, Florida. This Agreement shall automatically renew for additional one (1) year terms unless terminated as described in **Section 2. Termination/Revision of Agreement** of the Interlocal Automatic Aid Agreement.

**3. RENTAL**

The COUNTY shall pay the CITY the sum of one dollar and no cents (\$1.00) annually.

**4. REPAIRS AND MAINTENANCE**

The COUNTY agrees to maintain, at its expense, during the term of this Agreement the Fire Station #2 Property in a clean condition, free from debris, normal wear and tear excepted. In addition, the COUNTY will provide maintenance services for the grounds and structural portion of the buildings, at its expense, including, but not limited to such items as perimeter roll-up doors, electrical system, underground storage tanks, HVAC, fire alarm/sprinkler system testing and inspection pest control, emergency generator power, roof repairs, doors, windows, walls and plumbing. The COUNTY shall also maintain, at its expense, all other portions of the building including daily cleaning, carpet, appliances, interior wall coverings, exterior doors, all furniture and fixtures and other such building items.

**5. STRUCTURAL CHANGES OR MODIFICATIONS BY COUNTY**

Any proposed changes, modifications, or capital improvements to the Fire Station #2 Property and buildings thereon by the COUNTY shall first be submitted to the CITY for review and approval. All changes, modifications, or capital improvements shall be at the COUNTY'S expense and must be permitted and constructed under all requirements of the CITY'S building codes.

**6. UTILITIES**

The COUNTY agrees to pay all including, but not be limited to, electric, water, cable, sewer, and solid waste removal through the term of this Agreement.

**7. LIABILITY**

The COUNTY assumes all liability for any and all losses and claims for damages as the result of its operations at the Fire Station #2 Property. The COUNTY agrees to defend, indemnify and hold the CITY harmless for all such losses and claims for damages as permitted by Florida Statute 768.28. Further, should the COUNTY purchase commercial insurance to finance such losses, the CITY shall be listed as an additional insured and it shall be understood that any such insurance shall be primary over any existing CITY insurance for losses and claims for damages arising out of the acts and operations of the COUNTY. If the COUNTY relies on Fire Legal Liability afforded by a Comprehensive General Liability insurance policy to provide said coverage, the sub-limit must be increased by endorsement to adequately insure the replacement cost value of the Fire Station #2 leased facility. Nothing herein is intended to waive or limit the COUNTY's or CITY's right to sovereign immunity under Section 768.28, Florida Statutes or any other applicable provision of law.

**8. CONTINUED USE**

The COUNTY agrees it will not close, vacate, relocate or change the use of the Fire Station #2 Property unless permitted by the Interlocal Agreement. If the COUNTY closes, vacates, relocates or changes the use of Fire Station #2 Property without prior written approval of the CITY, then possession of the station so closed, vacated, relocated or changed shall revert to the CITY.

**9. NOTICES**

All notices required hereunder shall be by first class mail, except that any Notice of Termination shall be mailed return receipt requested. Any notice hereunder shall be addressed to the party intended to receive same at the following addresses:

For the CITY: City Manager  
City of Cocoa  
65 Stone Street  
Cocoa, Florida 32922  
(321) 433-8660

For the COUNTY: County Manager  
Brevard County  
2725 Judge Fran Jamieson Way  
Viera, Florida 32740  
(321) 633-2001

**10. INTERLOCAL AGREEMENT**

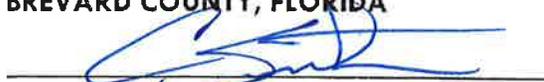
The terms and conditions set forth in the Interlocal Agreement are hereby fully incorporated herein by this reference.

**11. MISCELLANEOUS.**

This lease shall be governed by Florida law. Venue for any dispute shall be Brevard County, Florida.

**IN WITNESS WHEREOF**, the parties hereto have caused their respective representatives to execute this instrument on their behalf, at the time set forth below.

**BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA**

  
CURT SMITH, CHAIRMAN

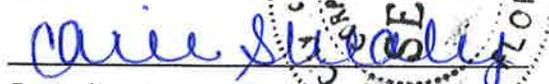
**CITY OF COCOA, Florida**

  
Henry U. Parrish, III, Mayor

**ATTEST:**

  
Scott Ellis, Clerk of the Circuit and County Courts

**ATTEST:**

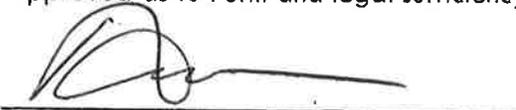
  
Carie Shealy, City Clerk



Approved as to Form and legal sufficiency:

  
Becky Behl-Hill, Assistant County Attorney

Approved as to Form and legal sufficiency:

  
Anthony A. Garganese, City Attorney

**Exhibit A**

**General Legal Description of Fire Station**

The north 110 feet of the east 150 feet of the land conveyed to City of Cocoa by deed recorded in Deed Book 371, page 354, Public Records of Brevard County Florida.