

Meeting Date
07/11/2017



AGENDA	
Section	CONSENT
Item No.	II.C.1

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Resolution and Lease Agreement RE: Office Space for Congressman Bill Posey, 8 th District
DEPT/OFFICE:	PUBLIC SAFETY & SUPPORT SERVICES/CENTRAL SERVICES

Requested Action:
 Authorize the Chairman to execute Lease Agreements and Resolutions allowing the non-competitive lease of County property (office space) at the Brevard County Government Center North in Titusville and Brevard County Government Center, Viera to Congressman Posey, 8th District. A super-majority vote of the Board is required to approve these items per Sec. 2-247, Code of Ordinances of Brevard County.

Summary Explanation & Background:

Congressman Bill Posey, 8th District, currently occupies space at the Brevard County Government Center North in Titusville and Brevard County Government Center in Viera. A significant part of the duties of a member of Congress is the services provided to local constituents. Brevard County residents benefit from having the Congressman's offices conveniently located in County government facilities in Titusville and Viera.

Brevard County Ordinance Section 2-247, non-competitive lease or sale of County property, allows for the leasing of County-owned real property to any department or agency of the United States "if, upon a super majority vote, the Board of County Commissioners is satisfied that the proposed use of the property will serve the public interest; will serve a public purpose; is in the best interest of the County; and make a finding that the property is either likely to be not needed for County purpose in the future or will be used in a manner compatible with County purposes".

The Board shall authorize the Leases by adopting a Resolution for each location.

The attached Lease Agreements and Resolutions provide office space commencing July 12, 2017 through January 02, 2020. The annual rent for space in Viera will be \$1.00 per year. The space in Titusville, due to its small size, will be provided at no charge.

Contact: Teresa Camarata, 637-5492, Teresa.camarata@brevardfl.gov

Clerk to the Board Instructions: Return two (2) originals to Facilities

Exhibits Attached: Lease Agreements and Resolutions

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

Interim County Manager	Assistant County Manager	Department Director / Extension
Frank Abbate		Teresa Camarata, Central Services Department Director

RECEIVED
JUN 19 2017
County Manager's Office



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

July 12, 2017

MEMORANDUM

TO: Teresa Camarata, Central Services Department Director

RE: Item II.C.1., Resolution and Lease Agreement with Congressman Bill Posey, 8th District, for Office Space at the Brevard County Government Center North, Titusville, and Brevard County Government Center, Viera

The Board of County Commissioners, in regular session on July 11, 2017, approved Resolution Nos; 17-114 and 17-115, for office space at the Brevard County Government Center North, Titusville, and Brevard County Government Center, Viera; and granted approval for the Chairman to execute two Lease Agreements with Congressman Bill Posey, 8th District. Enclosed are a fully-executed Resolution and a fully-executed Lease Agreement for each office.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/kp

Encls. (4)

RESOLUTION NO. 2017- 114

A RESOLUTION PURSUANT TO THE CODE OF ORDINANCES OF BREVARD COUNTY, FLORIDA, SECTION 2-247 AND FLORIDA STATUTE 125.38, AUTHORIZING THE NON-COMPETITIVE LEASE OF COUNTY PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA (hereinafter referred to as "COUNTY"), wishes to lease office space located at the Brevard County Government Center-North, to Bill Posey, Congressman, 8th District;

WHEREAS, the County has available space within the Clerk's Administration Suite at the Brevard County Government Center-North, Titusville, Florida, which is not needed for Clerk's use at this time; and the property will be used in a manner that is consistent with a county purpose;

WHEREAS, the use of the office space by the Congressman, 8th District to serve the constituents of Brevard County serves the public interest; will serve a public purpose; and is in the best interest of the County;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:

1. Congressman Bill Posey has expressed the desire to have additional office space for the District 8 Congressional office, located at the Brevard County Government Center-North, to serve and facilitate communications with his constituents and local government entities located within Brevard County, Florida.
2. The COUNTY shall enter into a lease agreement with Congressman Bill Posey.
3. The lease payment for such lease shall be \$0.00.
4. The term of the lease shall be two (2) years, beginning July 12, 2017.
5. The space for lease to Congressman Bill Posey is a small office in Clerk Scott Ellis' Administration Suites, 2nd floor, Brevard County Government Center-North, 400 South Street, Titusville, FL.
6. The property shall be used as Congressional office space. In the event the property is not used or ceases to be used for the stated purpose, the lease term shall immediately cease.

The resolution shall take effect July 12, 2017.

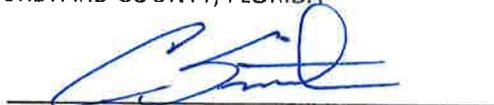
DONE, ORDERED AND ADOPTED, in Regular Session, this 11 day of July, 2017.

ATTEST:



Clerk of Court Scott Ellis

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA



Curt Smith, Chair
As approved by Board 7/11/17

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 11th day July, 2017, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **CONGRESSMAN BILL POSEY, 8TH DISTRICT**, hereinafter referred to as "Congressman Posey".

WITNESSETH

WHEREAS, Congressman Posey desires to lease a small office in Clerk Scott Ellis' Administration Suite, 400 South Street, 2nd floor, Titusville, Florida for the continued use as the 8th District Congressional Office and,

WHEREAS, the proposed use of this space will serve a public purpose and,

NOW, THEREFORE, in consideration of the covenants and premises contained herein, the County and Congressman Posey agree as follows:

1. The term of the Lease Agreement shall commence on July 12, 2017, and terminate on January 02, 2020. Either party may terminate this Agreement earlier by providing written notice to the other party ninety (90) days in advance of such termination date.
2. The premises leased pursuant to this Agreement are described as follows: one small office in Scott Ellis' (Clerk) Administration Suite on the 2nd floor of the Brevard County Government Center North;
3. The annual rent for this space shall be a \$0.00.
4. In the event the property is not used or ceases to be used for the stated purpose, the lease term shall immediately cease, and the County shall have the right to re-enter and repossess the property.
5. The attached District Office Lease Attachment "A" is hereby made part of and incorporated into this Lease Agreement.

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

As approved by the Board on 07/11/2017

ATTEST:



Scott Ellis, Clerk of Court

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



Curt Smith, Chair



Bill Posey, Congressman, 8th District

District Office Lease Attachment- Instructions

The District Office Lease Attachment must accompany *every* Lease or District Office Lease Amendment that is submitted for a Member/Member-Elect's District Office.

NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term of a District Office Lease or Amendment for the 115th Congress may not commence prior to January 3, 2017.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 115th Congress, leases should end on January 2, 2019, not December 31, 2018.

A few things to keep in mind:

- A. The Member/Member-Elect is required to personally sign the documents.
- B. The Member/Member-Elect must indicate in Section A ("Lease Amenities") of the Attachment whether the proposed leased space will serve as a flagship district office.
- C. The Lessor must complete the amenities checklist in Section A ("Lease Amenities"), unless the checkbox at the top of the amenities checklist is marked to indicate that amenities are listed elsewhere in the Lease.
- D. Broadband/cable availability can be confirmed by visiting www.broadbandmap.gov and entering the address of the proposed leased space.
- E. Section B ("Additional Terms and Conditions") of the Attachment **SHALL NOT** have any provisions deleted or changed.
- F. Even if rent is zero, an Attachment is still required.
- G. Prior to either party signing a Lease or Amendment, the Member/Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval. If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form (leases@mail.house.gov) or by fax (202-225-6999).
- H. Once signed by both parties, the Lease or Amendment and the Attachment must be submitted to the Administrative Counsel for final approval. The Attachment should be submitted at the same time the Lease or Amendment is sent to the Administrative Counsel. They may be sent by email in PDF form or faxed to (202-225-6999).
- I. Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved and payments will not be made. The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.
- J. Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to the Administrative Counsel by e-mail in PDF form (leases@mail.house.gov).

District Office Lease Attachment
(Page 1 of 5 – 115th Congress)

SECTION A
(Lease Amenities)

Section A designates whether the leased space will be the Member/Member-Elect's flagship (primary) office and sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Member/Member-elect:

- The leased space will serve as my flagship (primary) District Office.
 The leased space will NOT serve as my flagship (primary) District Office.

To be completed by the Lessor:

- Amenities are separately listed elsewhere in the Lease.
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):
(Items marked with an asterisk and in bold are **required** for all flagship offices of Freshman Members of the 115th Congress.)

- * **Broadband and/or Cable Access to the Leased Space (e.g. Comcast, Cox, Verizon, etc.).**
(Verify broadband access by entering the address of the leased space at www.broadbandmap.gov)
- * **Interior Wiring CAT 5e or Better within Leased Space.**
- Lockable Space for Networking Equipment.
- Telephone Service Available.
- Parking. Assigned Parking Spaces
 Unassigned Parking Spaces
 General Off-Street Parking on an As-Available Basis
- Utilities. Includes: water & electric
- Janitorial Services. Frequency: daily
- Trash Removal. Frequency: daily
- Carpet Cleaning. Frequency: annually
- Window Washing. Window Treatments.
- Tenant Alterations Included In Rental Rate.
- After Hours Building Access.
- Office Furnishings. Includes: _____
- Cable TV Accessible. If checked, Included in Rental Rate: Yes No
- Building Manager. Onsite On Call Contact Name: Al Potthoff, Facilities Supervisor
Phone Number: 321-633-2050 Email Address: al.potthoff@brevardfl.gov

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.

District Office Lease Attachment
(Page 2 of 5 – 115th Congress)

SECTION B
(Additional Terms and Conditions)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“Attachment”) is incorporated into and made part of the Lease (“Lease”) and, if applicable, District Office Lease Amendment (“Amendment”) to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the “House”) nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the “CAO”) to Lessor to satisfy Lessee’s rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment
(Page 3 of 5 – 115th Congress)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 115th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

District Office Lease Attachment

(Page 4 of 5 – 115th Congress)

15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

District Office Lease Attachment
(Page 5 of 5 – 115th Congress)

25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

Brevard County Board of Commissioners

Print Name of Lessor/Landlord

Print Name of Lessee

By:

Lessor Signature

Lessee Signature

Name: Curt Smith
Title: Chairman

Date

Date

From the Member's Office, who is the point of contact for questions?

Name _____ Phone (____) _____ E-mail _____@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20____.
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.

U.S. House of Representatives

Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

INSTRUCTIONS

Internal Revenue Code 6109, 31 U.S.C. 3322, 31 CFR 210 and the 1996 Debt Collection Improvement Act require all entities that do business with the United States Government to provide a Tax Identification Number (TIN) and Electronic Funds Transfer (EFT) information for payment. PL 93-579 protects your privacy and mandates that the information never be published or used for any other purpose than to pay you. Please complete all sections below, sign and return via the email or fax number listed.

RETURN FORM TO: vendorEFT@mail.house.gov

FAX NUMBER: (202) 225-6914

SECTION I UNITED STATES HOUSE OF REPRESENTATIVES INFORMATION

ADDRESS US HOUSE OF REPRESENTATIVES - ACCOUNTING, 3110 O'NEILL FEDERAL BUILDING, WASHINGTON DC 20515

AGENCY IDENTIFIER 53-6002523

AGENCY LOCATION CODE 4832

TELEPHONE NUMBER (202) 226-2277

SECTION II PAYEE/COMPANY INFORMATION

NAME AS SHOWN ON YOUR INCOME TAX RETURN

BUSINESS NAME/DISREGARDED ENTITY NAME OR DBA, IF DIFFERENT THAN NAME ON YOUR INCOME TAX RETURN

ADDRESS/CITY/STATE/ZIP

Enter the correct Tax Identification Number type

SOCIAL SECURITY NUMBER (SSN)

EMPLOYER TAX ID NUMBER (EIN)

- - or -

CONTACT PERSON NAME

PURCHASE ORDER ADDRESS/CITY/STATE/ZIP

EMAIL

PO EMAIL

TELEPHONE NUMBER

FAX NUMBER

TELEPHONE NUMBER

FAX NUMBER

REMIT TO ADDRESS

CHECK APPROPRIATE BOX FOR FEDERAL TAX CLASSIFICATION (required)

Individual/Sole Proprietor or Single Member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/Estate

Limited Liability Company. Check the tax classification: C corporation S corporation Partnership
 Note. For *single-member LLC* that is disregarded, check the appropriate box for the tax classification of the single-member owner.

Government Entity. Check the tax classification: Federal State Local

Other _____

Exemptions (codes apply only to certain entities, not individuals):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

SECTION III FINANCIAL INSTITUTION INFORMATION U.S.

BANK NAME

TELEPHONE NUMBER

NINE-DIGIT ROUTING TRANSIT NUMBER

DEPOSITOR ACCOUNT TITLE

DEPOSITOR ACCOUNT NUMBER

LOCKBOX NUMBER

TYPE OF ACCOUNT

CHECKING

SAVINGS

LOCKBOX

SECTION IV SOCIO-ECONOMIC INFORMATION

Type of Business Large Business-No Socio-Economic Designations Minority SmBusiness Sm-Disadv/Minority Sm-Disadv Only SmMin Only

Sm-Disadvantaged Business Prog 8 (a) Firm HUBZone Program HUBZone Eligible Emerging Small Business Women-Owned Business

Other Preference Programs Buy Indian Directed to JWOD Non-Profit No Preference/Not Listed Small Business Set-Aside Very Small Business Set-Aside

Veteran Owned Status Non-Vet Owned SmBus Other Vet Owned SmBus Serv-Disabled Vet Other Bus Serv-Disabled Vet Owned SB Vet-Owned Other Bus

Size of Business: (A) 50 or less (B) 51-100 (C) 101-250 (D) 251-500 (E) 501-750 (F) 751-1,000 (G) Over 1,000 (M) 1 million or less (N) 1.1-2 million (P) 2.1-3.5 million (R) 3.1-5 million (S) 5.1-10 million (T) 10.1-17 million (Z) Over 17 million

SECTION V CERTIFICATION OF DATA BY PAYEE/COMPANY

NAME

TITLE/POSITION

SIGNATURE

DATE

TELE

**Instructions for Completing
U.S. House of Representatives
Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form**

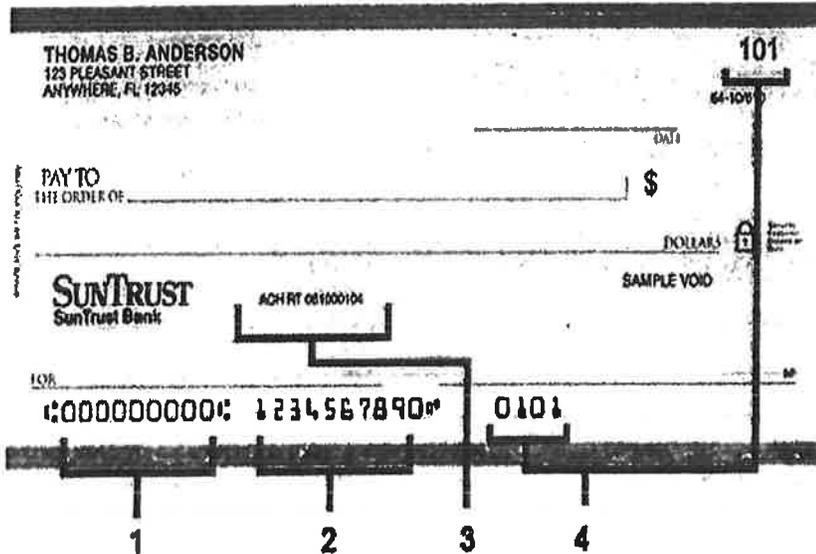
Section I - Agency Information – Includes the name and address, agency identifier, agency location code and telephone number for the House of Representatives.

Section II - Payee/Company Information – Print or type the name of the payee/company and address that will receive payment, social security or taxpayer ID number, contact person name, telephone number and email of the payee/company. Print or type the purchase order and remit to addresses if different from the payee/company address. Check the appropriate boxes for federal tax classification.

Section III - Financial Institution Information – Print or type the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Check the appropriate box for type of account. Payee/Company may include a voided check with this form.

ACH Account Information Located on a Check or Deposit Ticket

- FINANCIAL INSTITUTION NAME name of the financial institution to which the payments are to be directed
- ROUTING TRANSIT NUMBER (RTN) financial institution's 9 digit routing transit number;
found on the bottom of a check or deposit ticket or from your Financial Institution
- ACCOUNT TITLE employee's or vendor's name on the account
- ACCOUNT NUMBER account number at the financial institution



1. Routing Transit Number (RTN) – nine digits located between two symbols. This number identifies the bank holding your account and check processing center.
2. Account number – this is your complete account number. Your account number can be up to 17 digits. Please include leading zeros.
3. ACH Routing Transit Number – Automated Clearing House routing number, use this number for your Routing Transit Number (RTN) if you bank with *SunTrust Bank*.
4. Check number – This information is not necessary - do not provide

Section IV - Socio-Economic Information – Check the boxes for each category, if applicable: type of business, small disadvantaged business program, HUBZone program, emerging small business, women-owned business, other preference programs, Veteran owned status and size of business. Detailed information related to Small Business programs can be found at <http://www.sba.gov/>.

Section V - Certification of Data By Payee/Company – Print or type the name, title/position and phone number of the Authorized official. The Authorized official must sign and date the form.

RESOLUTION NO. 2017 15

A RESOLUTION PURSUANT TO THE CODE OF ORDINANCES OF BREVARD COUNTY, FLORIDA, SECTION 2-247 AND FLORIDA STATUTE 125.38, AUTHORIZING THE NON-COMPETITIVE LEASE OF COUNTY PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA (hereinafter referred to as "COUNTY"), wishes to lease office space at located at the Brevard County Government Center, Viera, to Bill Posey, Congressman, 8th District;

WHEREAS, the County has available space within the Brevard County Government Center, Viera, Florida, which is not needed for County use at this time; and the property will be used in a manner that is consistent with a county purpose;

WHEREAS, the use of the office space by the Congressman, 8th District to serve the constituents of Brevard County serves the public interest; will serve a public purpose; and is in the best interest of the County;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, that:

1. Congressman Bill Posey has expressed the desire to continue the tradition of having the District 8 Congressional office located at the Brevard County Government Center, Viera to serve and facilitate communications with his constituents and local government entities located within Brevard County, Florida.
2. The COUNTY shall enter into a lease agreement with Congressman Elect Bill Posey.
3. The lease payment for such lease shall be one dollar (\$1.00) per year.
4. The term of the lease shall be two (2) years, beginning July 12, 2017.
5. The space for lease to Congressman Bill Posey is 2,200 square feet of office space, located on the second floor of Brevard County Government Center, Viera, 2725 Judge Fran Jamieson Way, Viera.
6. The property shall be used as Congressional office space. In the event the property is not used or ceases to be used for the stated purpose, the lease term shall immediately cease.

The resolution shall take effect July 12, 2017.

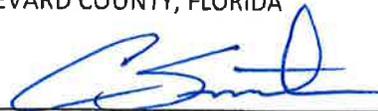
DONE, ORDERED AND ADOPTED, in Regular Session, this 11 day of July, 2017.

ATTEST:



Clerk of Court Scott Ellis

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA



Curt Smith, Chair

As approved by Board 7/11/17

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 11th day July, 2017, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **CONGRESSMAN BILL POSEY, 8TH DISTRICT**, hereinafter referred to as "Congressman Posey".

WITNESSETH

WHEREAS, Congressman Posey desires to lease approximately 2,200 square feet of office space at the Brevard County Government Center, 2725 Judge Fran Jamieson Way, Viera, for the continued use as the 8th District Congressional Office and,

WHEREAS, the proposed use of this space will serve a public purpose and,

NOW, THEREFORE, in consideration of the covenants and premises contained herein, the County and Congressman Posey agree as follows:

1. The term of the Lease Agreement shall be two years, commencing July 12, 2017, and terminating on January 02, 2020. Either party may terminate this Agreement earlier by providing written notice to the other party ninety (90) days in advance of such termination date.
2. The premises leased pursuant to this Agreement are described as follows: 2,200 square feet of office space at the Brevard County Government Center, 2725 Judge Fran Jamieson Way, Viera, Florida 32940;
3. The annual rent for this space shall be a nominal payment of One Dollar (\$1.00).
4. In the event the property is not used or ceases to be used for the stated purpose, the lease term shall immediately cease, and the County shall have the right to re-enter and repossess the property.
5. The attached District Office Lease Attachment "A" is hereby made part of and incorporated into this Lease Agreement.

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

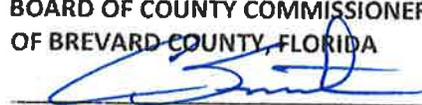
As approved by the Board on 07/11/2017

ATTEST:



Clerk of Court Scott Ellis

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


Curt Smith, Chair
Bill Posey, Congressman, 8th District

District Office Lease Attachment- Instructions

The District Office Lease Attachment must accompany *every* Lease or District Office Lease Amendment that is submitted for a Member/Member-Elect's District Office.

NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term of a District Office Lease or Amendment for the 115th Congress may not commence prior to January 3, 2017.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 115th Congress, leases should end on January 2, 2019, not December 31, 2018.

A few things to keep in mind:

- A. The Member/Member-Elect is required to personally sign the documents.
- B. The Member/Member-Elect must indicate in Section A ("Lease Amenities") of the Attachment whether the proposed leased space will serve as a flagship district office.
- C. The Lessor must complete the amenities checklist in Section A ("Lease Amenities"), unless the checkbox at the top of the amenities checklist is marked to indicate that amenities are listed elsewhere in the Lease.
- D. Broadband/cable availability can be confirmed by visiting www.broadbandmap.gov and entering the address of the proposed leased space.
- E. Section B ("Additional Terms and Conditions") of the Attachment **SHALL NOT** have any provisions deleted or changed.
- F. Even if rent is zero, an Attachment is still required.
- G. Prior to either party signing a Lease or Amendment, the Member/Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval. If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form (leases@mail.house.gov) or by fax (202-225-6999).
- H. Once signed by both parties, the Lease or Amendment and the Attachment must be submitted to the Administrative Counsel for final approval. The Attachment should be submitted at the same time the Lease or Amendment is sent to the Administrative Counsel. They may be sent by email in PDF form or faxed to (202-225-6999).
- I. Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved and payments will not be made. The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.
- J. Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to the Administrative Counsel by e-mail in PDF form (leases@mail.house.gov).

District Office Lease Attachment

(Page 1 of 5 – 115th Congress)

SECTION A (Lease Amenities)

Section A designates whether the leased space will be the Member/Member-Elect's flagship (primary) office and sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Member/Member-elect:

- The leased space will serve as my flagship (primary) District Office.
The leased space will NOT serve as my flagship (primary) District Office.

To be completed by the Lessor:

- Amenities are separately listed elsewhere in the Lease.
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):
(Items marked with an asterisk and in bold are **required** for all flagship offices of Freshman Members of the 115th Congress.)

- * **Broadband and/or Cable Access to the Leased Space (e.g. Comcast, Cox, Verizon, etc.).**
(Verify broadband access by entering the address of the leased space at www.broadbandmap.gov)
- * **Interior Wiring CAT 5e or Better within Leased Space.**
- Lockable Space for Networking Equipment.**
- Telephone Service Available.**
- Parking.** _____ Assigned Parking Spaces
 _____ Unassigned Parking Spaces
 General Off-Street Parking on an As-Available Basis
- Utilities.** Includes: water and electric
- Janitorial Services.** Frequency: daily
- Trash Removal.** Frequency: daily
- Carpet Cleaning.** Frequency: annually
- Window Washing.** **Window Treatments.**
- Tenant Alterations Included In Rental Rate.**
- After Hours Building Access.**
- Office Furnishings.** Includes: _____
- Cable TV Accessible.** If checked, Included in Rental Rate: Yes No
- Building Manager.** Onsite On Call Contact Name: Al Potthoff
Phone Number: 321-633-2050 Email Address: al.potthoff@brevardfl.gov

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment
(Page 2 of 5 – 115th Congress)

SECTION B
(Additional Terms and Conditions)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.*

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 3 of 5 – 115th Congress)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 115th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
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U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment
(Page 4 of 5 – 115th Congress)

15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 5 of 5 – 115th Congress)

25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

_____ <i>Print Name of Lessor/Landlord</i>	_____ <i>Print Name of Lessee</i>
By: _____ <i>Lessor Signature</i> Name: Title:	_____ <i>Lessee Signature</i>
_____ <i>Date</i>	_____ <i>Date</i>

From the Member's Office, who is the point of contact for questions? Name _____ Phone (____) _____ E-mail _____@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20____.
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515. Copies may also be faxed to 202-225-6999.

**Instructions for Completing
U.S. House of Representatives
Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form**

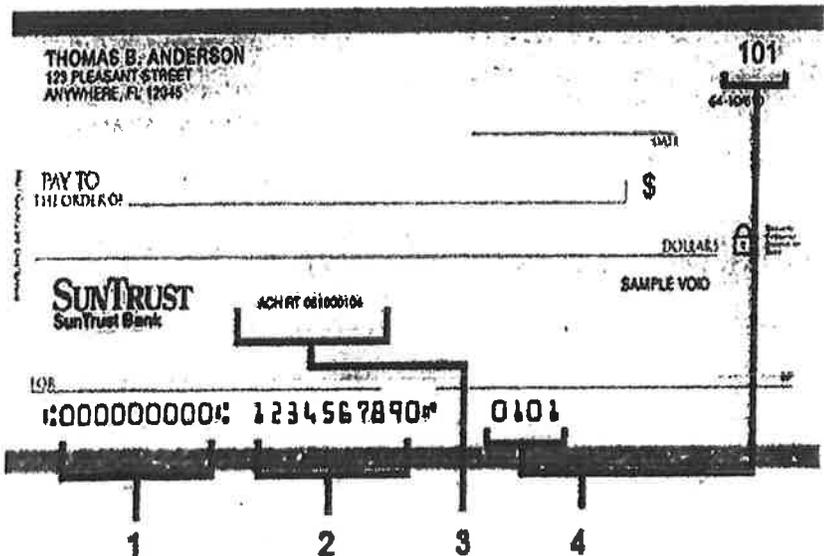
Section I - Agency Information – Includes the name and address, agency identifier, agency location code and telephone number for the House of Representatives.

Section II - Payee/Company Information – Print or type the name of the payee/company and address that will receive payment, social security or taxpayer ID number, contact person name, telephone number and email of the payee/company. Print or type the purchase order and remit to addresses if different from the payee/company address. Check the appropriate boxes for federal tax classification.

Section III - Financial Institution Information – Print or type the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Check the appropriate box for type of account. Payee/Company may include a voided check with this form.

ACH Account Information Located on a Check or Deposit Ticket

<u>FINANCIAL INSTITUTION NAME</u>	name of the financial institution to which the payments are to be directed
<u>ROUTING TRANSIT NUMBER (RTN)</u>	financial institution's 9 digit routing transit number; found on the bottom of a check or deposit ticket or from your Financial Institution
<u>ACCOUNT TITLE</u>	employee's or vendor's name on the account
<u>ACCOUNT NUMBER</u>	account number at the financial institution



1. Routing Transit Number (RTN) – nine digits located between two symbols. This number identifies the bank holding your account and check processing center.
2. Account number – this is your complete account number. Your account number can be up to 17 digits. Please include leading zeros.
3. ACH Routing Transit Number – Automated Clearing House routing number, use this number for your Routing Transit Number (RTN) if you bank with *SunTrust Bank*.
4. Check number – This information is not necessary - do not provide

Section IV - Socio-Economic Information – Check the boxes for each category, if applicable: type of business, small disadvantaged business program, HUBZone program, emerging small business, women-owned business, other preference programs, Veteran owned status and size of business. Detailed information related to Small Business programs can be found at <http://www.sba.gov/>.

Section V - Certification of Data By Payee/Company – Print or type the name, title/position and phone number of the Authorized official. The Authorized official must sign and date the form.

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 11th day July, 2017, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **CONGRESSMAN BILL POSEY, 8TH DISTRICT**, hereinafter referred to as "Congressman Posey".

WITNESSETH

WHEREAS, Congressman Posey desires to lease approximately 2,200 square feet of office space at the Brevard County Government Center, 2725 Judge Fran Jamieson Way, Viera, for the continued use as the 8th District Congressional Office and,

WHEREAS, the proposed use of this space will serve a public purpose and,

NOW, THEREFORE, in consideration of the covenants and premises contained herein, the County and Congressman Posey agree as follows:

1. The term of the Lease Agreement shall be two years, commencing July 12, 2017, and terminating on January 02, 2020. Either party may terminate this Agreement earlier by providing written notice to the other party ninety (90) days in advance of such termination date.
2. The premises leased pursuant to this Agreement are described as follows: 2,200 square feet of office space at the Brevard County Government Center, 2725 Judge Fran Jamieson Way, Viera, Florida 32940;
3. The annual rent for this space shall be a nominal payment of One Dollar (\$1.00).
4. In the event the property is not used or ceases to be used for the stated purpose, the lease term shall immediately cease, and the County shall have the right to re-enter and repossess the property.
5. The attached District Office Lease Attachment "A" is hereby made part of and incorporated into this Lease Agreement.

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

As approved by the Board on 07/11/2017

ATTEST:

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

Clerk of Court

Curt Smith, Chair

Bill Posey, Congressman, 8th District

Reviewed for legal form and content:

Sharon R. Feltus, 6/9/17

(Assistant) County Attorney

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 11th day July, 2017, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **CONGRESSMAN BILL POSEY, 8TH DISTRICT**, hereinafter referred to as "Congressman Posey".

WITNESSETH

WHEREAS, Congressman Posey desires to lease a small office in Clerk Scott Ellis' Administration Suite, 400 South Street, 2nd floor, Titusville, Florida for the continued use as the 8th District Congressional Office and,

WHEREAS, the proposed use of this space will serve a public purpose and,

NOW, THEREFORE, in consideration of the covenants and premises contained herein, the County and Congressman Posey agree as follows:

1. The term of the Lease Agreement shall commence on July 12, 2017, and terminate on January 02, 2020. Either party may terminate this Agreement earlier by providing written notice to the other party ninety (90) days in advance of such termination date.
2. The premises leased pursuant to this Agreement are described as follows: one small office in Scott Ellis' (Clerk) Administration Suite on the 2nd floor of the Brevard County Government Center North;
3. The annual rent for this space shall be a \$0.00.
4. In the event the property is not used or ceases to be used for the stated purpose, the lease term shall immediately cease, and the County shall have the right to re-enter and repossess the property.
5. The attached District Office Lease Attachment "A" is hereby made part of and incorporated into this Lease Agreement.

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

As approved by the Board on 07/11/2017

ATTEST:

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

Scott Ellis, Clerk of Court

Curt Smith, Chair

Bill Posey, Congressman, 8th District

Reviewed for legal form and content:

Sharon L. Nelson 7/19/17

(Assistant) County Attorney