



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.10.

11/9/2021

Subject:

Lease agreement amendment for Barefoot Bay Water and Sewer District billing office space.

Fiscal Impact:

The annual lease amount is budgeted in the Barefoot Bay Water and Sewer District budget. One year's base rent is \$13,348.08. The total base rent for the five-year period is \$66,740.40.

Dept/Office:

Utility Services Department

Requested Action:

It is requested that the Board of County Commissioners execute a five-year lease agreement amendment with the Barefoot Bay Recreation District for office space used for billing and customer service for customers of the Barefoot Bay Water and Sewer District and the San Sebastian Woods water system. This amendment extends the term of the 2016 agreement until September 30, 2026 and is retroactive to October 1, 2021.

Summary Explanation and Background:

The Utility Services Department operates and administers the Barefoot Bay Water and Sewer District under the provisions of an Interlocal Agreement between the Board of County Commissioners and the Barefoot Bay Water and Sewer District. The Barefoot Bay Recreation District owns a building at 931 Barefoot Blvd where the County Utility Services Department has leased space for the billing and customer service office of the Barefoot Bay Water and Sewer District since the County took over ownership of the Water and Sewer District in 2000. No alternate locations are available in the immediate Barefoot Bay area. This location provides convenient customer service access for Barefoot Bay and San Sebastian Woods' combined 5,500 water and sewer customers.

This agreement provides for a ten percent increase in base rent in the first year of this agreement and maintains that rate for the full five year period rather than allowing for annual rent increases each year as in the previous lease agreement.

Clerk to the Board Instructions:

E-mail Clerk Memo to rose.lyons@brevardfl.gov <<mailto:rose.lyons@brevardfl.gov>> and mail originals to Utility Services Department, Attention: Rose Lyons

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Barefoot Bay Recreation District		2. Amount: \$66,740.40	
3. Fund/Account #: 4250/365460		4. Department Name: Utility Services	
5. Contract Description: Renewal of Lease for Barefoot Bay Utility Billing Office			
6. Contract Monitor: Jennifer Thomas		8. Contract Type:	
7. Dept/Office Director: Edward Fontanin		LEASE/RENTALS <input type="checkbox"/>	
9. Type of Procurement: Other <input type="checkbox"/>			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
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

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fontanin, Edward <small>Digitally signed by Fontanin, Edward Date: 2021.09.30 14:49:29 -04'00'</small>
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Darling, Steven <small>Digitally signed by Darling, Steven Date: 2021.10.29 10:25:37 -04'00'</small>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2021.09.30 16:43:21 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Balser, Heather <small>Digitally signed by Balser, Heather Date: 2021.10.26 13:51:46 -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"/>



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

Telephone: (321) 637-2001

Fax: (321) 264-6972

Kimberly.Powell@brevardclerk.us

November 10, 2021

M E M O R A N D U M

TO: Eddie Fontanin, Utility Services Director

Attn: Rose Lyons

RE: Item F.10., Lease Agreement Amendment for Barefoot Bay Water and Sewer District
Billing Office Space

The Board of County Commissioners, in regular session on November 9, 2021, approved and executed a five-year Lease Agreement Amendment with the Barefoot Bay Recreation District for office space used for billing and customer service for customers of the Barefoot Bay Water and Sewer District and the San Sebastian Woods water system, extending the term of the 2016 Agreement until September 30, 2026, and is retroactive to October 1, 2021. Enclosed is an executed Lease Agreement Amendment.

Upon execution by Barefoot Bay Recreation District, please return a fully-executed Agreement to this office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

A handwritten signature in cursive script, reading "Kimberly Powell", is written over the typed name and title.

Kimberly Powell, Clerk to the Board

Encls. (2)

cc: Finance
Budget

**FIRST AMENDMENT AND NOTICE OF RENEWAL
OF LEASE AGREEMENT**

THIS FIRST AMENDMENT AND NOTICE OF RENEWAL OF LEASE AGREEMENT is made and entered into this 3RD day of DECEMBER 2021, by and between Barefoot Bay Recreation District, a mobile home park recreation district organized and existing under the provisions of Section 418.30, et seq., Florida Statutes, and Brevard County Ordinance No. 84-05, (hereinafter referred to as the "Lessor") and the Brevard County Board of County Commissioners, (hereinafter referred to as the "Lessee"). The Lessor and Lessee are sometimes herein collectively referred to as "Parties."

WITNESSETH:

WHEREAS, Lessor and Lessee previously entered into a certain Lease Agreement dated September 20, 2016, for the certain real property located in Brevard County, Florida, including any and all improvements, more specifically described as Building 3, Suite 2, located at 931 Barefoot Boulevard, Barefoot Bay, Florida 32976, (hereinafter referred to as the "Leased Premises") for the period commencing October 1, 2016, through September 30, 2021 (the "Lease"); and

WHEREAS, the Parties now desire to amend the Lease and renew the Lease Agreement as specifically provided herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Parties agree and covenant as follows:

1. The Lease Agreement is hereby renewed and extended for the period running from October 1, 2021 through September 30, 2026 ("Effective Period").
2. Paragraph 1(b) of the Lease Agreement is hereby amended to read as follows:
 - (a) Provided that the Lessee is not in default of any provisions of this lease, Lessee and Lessor may agree to renew or extend said lease for one (1) additional five (5) year period upon the same terms, covenants and conditions as set forth herein, except that Lessor, at its option, may increase the base rent by as much as ten percent (10%) per renewal period. In no event shall base rent increase more than ten percent (10%) in any renewal period. Lessee and Lessor shall agree to renew by giving written notice of intent to renew to each other not less than sixty (60) days prior to the expiration of the initial term hereof.
3. Paragraph 2(a) of the Lease Agreement is hereby amended to read as follows:

- (a) The total base rent payable by Lessee to Lessor during the term of the Effective Period shall be \$66,740.40 payable in five (5) equal annual installments of \$13,348.08. At the time rental payments are made, Lessee also agrees to pay to Lessor all applicable Florida and local sales and use taxes that arise because of payment of base rent, and Common Area Maintenance (CAM) charges to Lessor. The Lessee also agrees to pay, at the time rental payments are made their proportionate share of CAM charges in the amount of \$157.95 per month, (\$1,895.44 annually). Said CAM charges may be increased from time to time pursuant to Paragraph 9(b) of this Agreement. Commencing from the commencement date of this Agreement, Tenant agrees to pay to the Landlord throughout the term of this Lease its proportionate share of all property taxes which may be levied against the property by any taxing authority including all applicable assessments, without any allowance for any discount.

4. UNAUTHORIZED ALIEN WORKERS and E-VERIFY:

- (a) Brevard County will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal.
- (b) In accordance with Florida Statute Chapter 448.095, a public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- (c) The County shall not enter into, or renew, a contract with a vendor/contractor that is not enrolled in E-Verify. Any vendor/contractor that has a contract with the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term.
- (d) The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. If the County is unable to electronically verify the Contractor participates in the E-Verify Program; the CONTRACTOR SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before

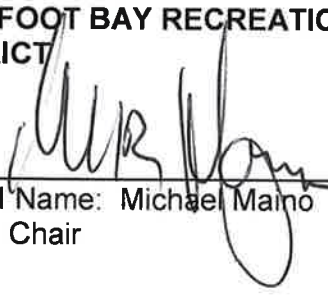
the County will enter into contract or issue notice to proceed with Contractor.

- (e) A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.
 - (f) Nothing in this section may be construed to allow intentional discrimination of any class protected by law.
5. All other terms and conditions of the Lease Agreement not inconsistent with the provisions of this First Amendment and Notice of Renewal of the Lease Agreement shall remain in full force and effect. In the event of a conflict between the Lease Agreement and this First Amendment and Notice of Renewal of Lease Agreement, the terms of the First Amendment and Notice of Renewal of Lease Agreement shall prevail. 5. This First Amendment and Notice of Renewal of Lease Agreement shall become effective immediately upon execution by both parties.

(THIS SECTION INTENTIONALLY LEFT BLANK)
(SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and executed this First Amendment and Notice of Renewal of Lease Agreement as of the dates indicated below, nunc pro tunc, to October 1, 2021.

**BAREFOOT BAY RECREATION
DISTRICT**

By: 
Printed Name: Michael Maino
As its: Chair

Approved by the BBRD Board of
Trustees:
September 28, 2021

**BREVARD COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: 
Printed Name: Rita Pritchett
As its: Chair

As approved by the Board on November 9,
2021

ATTEST:


RACHEL M. SADOFF, CLERK