



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.14.

7/12/2022

Subject:

Permission to execute lease agreement with NOAA on County-owned property and approval of resolution per Section 125.35 Florida Statutes

Fiscal Impact:

There will be no impact to the General Fund. NOAA will pay an annual rent of \$6,000 (\$500 per month) to cover maintenance and operation of the property.

Dept/Office:

Utility Services/Emergency Management

Requested Action:

It is requested that the Board of County Commissioners approve the resolution per Section 125.35 Florida Statutes and authorize the County Manager to execute a five (5) year lease agreement with the National Oceanic and Atmospheric Administrations (NOAA) for the transmission and reception of weather and emergency broadcast communications on the FAA-owned tower located at the Brevard County Wastewater Treatment Plant, 10001 North Wickham Rd., Viera, Florida. It is further requested that the County Manager or his designee be authorized to execute the lease and any additional changes, documents, or budget actions, as well as any amendments to the lease, subject to approval by the County Attorney's Office & Risk Management. It is also requested that the payments made to the County will be directed to the Brevard County Utility Services Department to cover maintenance and operation of the Property.

Summary Explanation and Background:

On September 7, 2010 the Board executed a ten (10) year Lease Agreement with the National Oceanic and Atmospheric Administrations (NOAA) for housing a weather station on County-owned property at the Brevard County Wastewater Treatment Plant located at 10001 North Wickham Rd., Viera, Florida. In 2019, the Board authorized a short-term lease agreement; while waiting for the tower owner, the Federal Aviation Authority (FAA), to improve or relocate the structure. A project that, due to the COVID-19 restrictions, has been delayed. Therefore, the staff is requesting authorization to sign a five-year agreement with NOAA; as an extension of the current lease, while the FAA determines its next course of action.

The lease agreement serves a public purpose as NOAA's antennas and equipment are instrumental in providing service to a significant portion of the population in this area. The rental payments made to the County will assist the County in paying for the maintenance and operation of the property.

Clerk to the Board Instructions:

E-mail Clerk Memo and Resolution to rose.lyons@brevardfl.gov <<mailto:rose.lyons@brevardfl.gov>> and mail original.



July 13, 2022

MEMORANDUM

TO: Edward Fontanin, Utility Services Director Attn: Rose Lyons

RE: Item F.14., Permission to Execute Lease Agreement with National Oceanic and Atmospheric Administration (NOAA) on County-Owned Property and Approval of Resolution per Section 125.35 Florida Statutes

The Board of County Commissioners, in regular session on July 12, 2022, approved Resolution No. 22-060, per Section 125.35, Florida Statutes and Sections 2-247 of the Brevard County Code of Ordinances, Authorizing the Lease of Real Property to the United States Government; authorized the County Manager to execute a five-year Lease Agreement with NOAA for the transmission and reception of Weather Emergency Broadcast Communication on the Federal Aviation Authority-owned tower located at the Brevard County Wastewater Treatment Plant, 10001 North Wickham Road, Viera FL; authorized the County Manager, or his designee, to execute the Lease and any additional changes, documents, or budget actions, as well as any amendments to the Lease, subject to approval by the County Attorney's Office and Risk Management; and authorize the payments made to the County will be directed to the Brevard County Utility Services Department to cover maintenance and operation of the property. Enclosed is a fully-executed Resolution.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell
Kimberly Powell, Clerk to the Board

/ns

Encl. (1)

cc: County Manager
Finance
Budget

Resolution Number 22- 060

A Resolution of the Board of County Commissioners of Brevard County, Florida, pursuant to Section 125.35, Florida Statutes and Section 2-247 of the Brevard County Code of Ordinances, authorizing the Lease of Real Property to the United States Government; and Providing for an Effective Date.

Whereas, the **United States Government** (hereinafter referred to as "Lessee") previously applied to the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter referred to as "County") and entered into a Lease for 64 square feet of space within a County wastewater treatment facility known as the **South Central Wastewater Treatment Plant** (hereinafter referred to as the "Property"); and

Whereas, under the Lease dated March 31, 2021, the Lessee operates and maintains a National Oceanic and Atmospheric Administration Antenna Facility on the Property within the South Central Wastewater Treatment Plant for the benefit of the public; and

Whereas, the Lessee has requested a new lease from April of 2022 through March of 2027, and the County is amenable to the Lessee's request; and

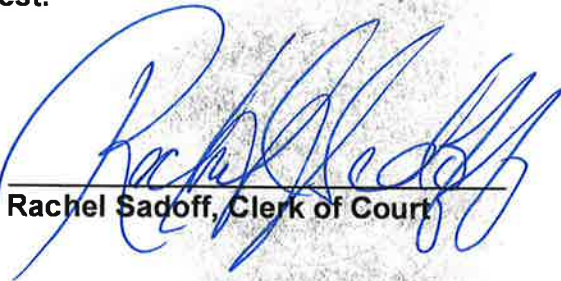
Whereas, the County finds that the Lessee's continued use of the Property will promote public health, safety or welfare, will serve the public interest, will serve a public purpose, constitutes a service that could be provided by the local government, and is compatible with the County purposes for which the Property was constructed.

Now, Therefore, be it resolved by the Board of County Commissioners of Brevard County, Florida, that:

1. The South Central Wastewater Treatment Plant is a County owned facility and was constructed for the purpose of being used as a wastewater treatment facility.
2. The County has determined that the 64 square feet of space constituting the Property is not otherwise needed for use by the County for the duration of the lease.
3. The County entered into a Lease with the Lessee on March 31, 2021 and the parties now desire to enter into a new the Lease for a term of five years.
4. The consideration for the Lease shall be Five Hundred Dollars per month.
5. This Resolution shall take effect immediately upon its adoption.

Attest:

**Board of County Commissioners
of Brevard County, Florida**

By: 

Rachel Sadoff, Clerk of Court

By: 

Kristine Zonka, Chair

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: NOAA		2. Amount: \$6,000.00	
3. Fund/Account #: 4150 R30429 3620050		4. Department Name: Utility Services	
5. Contract Description: License for Telecommunications Facilities			
6. Contract Monitor: Rose Lyons		8. Contract Type: LEASE/RENTALS ▼	
7. Dept/Office Director: Edward Fontanin, PE			
9. Type of Procurement: Exempt from Competition ▼			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	☒	☐	_____
Purchasing	☐	☐	_____
Risk Management	☐	☐	_____
County Attorney	☐	☐	_____

SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	☒	☐	Fontanin, Edward Digitally signed by Fontanin, Edward Date: 2022.04.13 12:57:45 -04'00'
Purchasing	☐	☐	_____
Risk Management	☒	☐	Wilson, Shannon Digitally signed by Wilson, Shannon Date: 2022.04.20 08:47:10 -04'00'
County Attorney	☐	☐	Beazley, Sarah Digitally signed by Beazley, Sarah Date: 2022.04.19 11:08:47 -04'00'

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
Department Information	☐
Department	☐
Program	☐
Contact Name	☐
Cost Center, Fund, and G/L Account	☐
Vendor Information (SAP Vendor #)	☐
Contract Status, Title, Type, and Amount	☐
Storage Location (SAP)	☐
Contract Approval Date, Effective Date, and Expiration Date	☐
Contract Absolute End Date (No Additional Renewals/Extensions)	☐
Material Group	☐
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	☐
"Right To Audit" Clause Included in Contract	☐
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	☐



July 13, 2022

MEMORANDUM

TO: Edward Fontanin, Public Works Director Attn: Rose Lyons

RE: Item F.14., Permission to Execute Lease Agreement with National Oceanic and Atmospheric Administration (NOAA) on County-Owned Property and Approval of Resolution per Section 125.35 Florida Statutes

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Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/ns

Encl. (1)

cc: County Manager
Finance
Budget

Resolution Number 22- 060

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Whereas, under the Lease dated March 31, 2021, the Lessee operates and maintains a National Oceanic and Atmospheric Administration Antenna Facility on the Property within the South Central Wastewater Treatment Plant for the benefit of the public; and

Whereas, the Lessee has requested a new lease from April of 2022 through March of 2027, and the County is amenable to the Lessee's request; and

Whereas, the County finds that the Lessee's continued use of the Property will promote public health, safety or welfare, will serve the public interest, will serve a public purpose, constitutes a service that could be provided by the local government, and is compatible with the County purposes for which the Property was constructed.

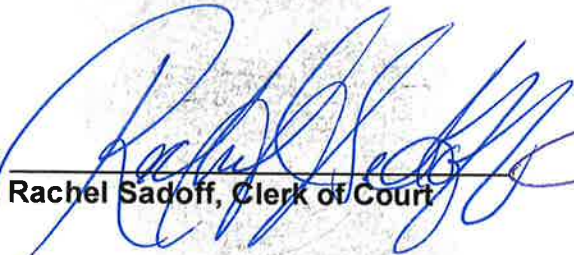
Now, Therefore, be it resolved by the Board of County Commissioners of Brevard County, Florida, that:

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2. The County has determined that the 64 square feet of space constituting the Property is not otherwise needed for use by the County for the duration of the lease.
3. The County entered into a Lease with the Lessee on March 31, 2021 and the parties now desire to enter into a new the Lease for a term of five years.
4. The consideration for the Lease shall be Five Hundred Dollars per month.
5. This Resolution shall take effect immediately upon its adoption.

Attest:

**Board of County Commissioners
of Brevard County, Florida**

By:


Rachel Sadoff, Clerk of Court

By:


Kristine Zonka, Chair



U.S. GOVERNMENT LEASE FOR REAL PROPERTY



DATE OF LEASE:

LEASE NO: 22EKW0023C

This Lease, under the authority of 40 U.S.C. § 585, and as delegated under 41 C.F.R. § 102-73.155, is made and entered into between: **BREVARD, COUNTY OF, d.b.a. UTILITY SERVICE DEPARTMENT** whose address is: 2725 JUDGE FRAN JAMIESON WY BLDG A, VIERA, FL 32940-6605

hereinafter called the "Lessor" or the "County", and the United States of America, hereinafter called the "Government".
Witnesseth: The parties hereto, for consideration hereinafter mentioned, covenant and agree as follows:

1. **Premises.** Lessor leases to the Government a portion of its property located at 10001 N. Wickham Road, Melbourne, Florida 32940 [Brevard County] with the geographic coordinates of Latitude 28.228361 Longitude -80.7565, ("Property"), more commonly known to Lessor as South Central Wastewater Treatment Plant. Lessor leases to the Government and the Government leases from the Lessor a certain portion of the Property, as well as the provision of incidental services, consisting of: shelter floor space of approximately 64 square feet in an onsite climate controlled equipment shelter for the placement of a Government-owned transmitter in a cabinet, plus 14 inches of unobstructed space on the front, back and one side of the cabinet, hereinafter called the "Premises" or "Antenna Facility". Exhibit "A" further describes the Property and Premises.
2. **Term.** The term of this Lease begins on April 1, 2022 and ends on March 31, 2027, subject to the termination and other rights as may be hereinafter set forth.
3. **Rent.** The Government shall pay the Lessor an annual rent of \$6,000.00, payable at the rate of \$500.00 per month in arrears. If the term of this Lease includes any partial month, rent for the partial month shall be prorated. Rent shall be made via electronic funds transfer and based on the information provided in the System for Award Management (SAM) database (available at: <https://www.sam.gov>), or successor Government database.

The Government's obligation to pay rent to a new owner or assignee (Transferee), as well as recognize a Transferee as the new lessor, shall not commence until the 4 required actions in Paragraph 14 (Novation and Change-of-Name Agreements (Change of Ownership and Change of Name)) have occurred.
4. **Termination.** Either the Government or the Lessor may terminate this Lease at any time by giving at least 30 calendar days' notice in writing. Should this Lease expire or be revoked, the parties will coordinate the removal of the Government's equipment and the effective date of termination.
5. **Permitted Use.** (a) The Government may use the Premises for the transmission and reception of weather broadcast communications and emergency broadcast communications along with the associated installation, construction, maintenance, operation and subsequent repair(s), replacement and upgrade of its communications antenna and related equipment, cables, accessories and/or improvements. (b) The Government may install, operate, maintain and replace transmission cables from the antenna(s) and electric lines from the main feed to the transmitters. (c) The Government's equipment is provided on Exhibit "B". Lessor's execution of this Lease shall signify Lessor's acknowledgement of the Government's equipment and use of the Premises. (d) The Government may take appropriate means to secure the Government's equipment. The Government has the right to modify, supplement, replace, or upgrade its equipment on the Premises at any time during the term of this Lease. (e) At any time during the term of this Lease, the Government shall have the right to perform maintenance, repairs, replacement, and upgrades to its equipment on the Premises as per Paragraph 7, entitled "Access".
6. **Interference.** (a) The Government represents and warrants that its use of the Premises will not interfere with existing radio frequency(ies) used on the Property, as disclosed by the Lessor, and as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. (b) After the date of this Lease, the Lessor shall not grant a lease, license or any other right or encumbrance to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Antenna Facility, the radio frequency, the operations, or the rights of the Government under this Lease. Further, at the Government's request, the Lessor shall provide the Government with a list of all existing radio frequency user(s) on the Property to allow the Government to evaluate the potential for interference. (c) Lessor shall not use, nor shall Lessor

U.S. GOVERNMENT LEASE FOR REAL PROPERTY
DOC NOAA V6 2020 (SEPT) (SF2 - Variation)

permit its employees, lessees, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the Antenna Facility, the radio frequency, the operations or the rights of the Government under this Lease. In the event of such interference, Lessor shall work with the Government to correct and/or eliminate such interference within -30 days after receipt of a notice of interference from the Government. In the event any such interference does not cease within the aforementioned cure period, then the Government shall have the right to terminate this Lease. The Lessor will not be responsible for interference that is beyond the reasonable control of the Lessor.

The radio frequency utilized by the Government equipment governed by this Lease is listed below.

Lessor's Site Name	NOAA's Transmitter & (Site) Name	FCC Antenna Structure Registration (ASR) Number	Call Sign	Frequency Range	Weather Forecast Office (WFO)
South Central Wastewater Treatment Plant	Melbourne (Viera), FL	N/A	WXJ70	162.4 – 162.55 MHz	MLB

7. **Access.** For the duration of this Lease, and at no additional cost to the Government, the Lessor is responsible for ensuring the Government, including the Government's employees, contractors, subcontractors, authorized representatives, and licensees shall have access (rights of ingress and egress) to the Premises during ordinary business hours (8:00 a.m. to 5:00 p.m. Monday through Friday) for regular maintenance and repairs, which does not require heavy equipment to be deployed. Further, the County agrees to allow the Government twenty-four (24) hours a day, seven (7) days a week access for emergency repairs, which do not require heavy equipment to be deployed, in accordance with the following notice requirement. In the event the Government needs access after ordinary business hours, neither the Government nor anyone acting on behalf of the Government shall commence any non-emergency work in or about the Premises or upon the FAA Tower without providing three (3) business days advance written notice to the Brevard County Utility Services Department. The County official to contact is Brian Sorensen, Water/Wastewater Manager via a phone call/voice mail to 321-633-2091 and/or 321-302-5579, within four (4) hours from the moment the emergency is identified along with a follow-on phone call/voice mail during ordinary business hours if the emergency is after ordinary business hours. In addition, if any work on the premises requires heavy equipment, coordination is required with the County in advance. Said coordination may require more than three (3) business days. The Lessor shall be responsible for securing any easement, right of entry, or other access agreement necessary to ensure the Government's access to the Premises from a nearby public roadway. When applicable, the Lessor shall provide the Government one key or the combination or code for any security fencing.
8. **Government Property.** Lessor covenants and agrees that none, nor any part, of the Government's property (e.g., equipment, buildings, fixtures, improvements) placed in, on, upon or affixed to the Premises shall become, or be considered part of, the Premises. The Government's property shall remain the property of the Government, unless disposed of or abandoned by the Government in accordance with applicable federal laws and regulations.

All Government personal property placed or housed on the Lessor's premises shall be at the risk of the Government. The County's liability for the Government's property shall be limited to, and consistent with, the Florida Statutes. The Government agrees and understands that the Lessor does not and shall not carry liability, fire, or theft insurance on the operation of this complex to cover the Government's interest therein.
9. **Operations, Maintenance & Utilities.** (a) The Government will keep and maintain the Government's equipment in good condition, reasonable wear and tear excepted. (b) The Lessor shall maintain, repair, and keep in good and tenantable condition the Premises, including the equipment building along with its air conditioning and the access to the Premises, reasonable wear and tear excepted. In no event shall the Lessor be required to repair/improve the road to a greater standard or to a better condition than exists as of the date of execution of this Lease. (c) The Lessor shall provide the Government with electricity, trash removal, pest control, and, as needed, seasonal maintenance (e.g., landscaping, lawn mowing, snow removal) as part of the rent.
10. **Taxes and Assessments.** The rent includes all taxes, assessments, and fees levied on the Property. The Government shall not be responsible for the payment of any taxes, assessments, or fees levied on the Property or on the Government's property (e.g., equipment).
11. **Hazardous Materials.** The Premises shall be free of hazardous materials according to applicable environmental laws and regulations.
12. **Authority to Lease.** Lessor covenants that Lessor's interest in the Property is sufficient to enter into this Lease and Lessor's signatory has full authority to bind the Lessor to all terms and conditions of this Lease; the Government may reasonably request evidence of said interest and authority.
13. **Successors Bound.** This Lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and assigns.
14. **Novation and Change-of-Name Agreements (Change of Ownership and Change of Name).** If the Lessor desires to

transfer this Lease or ownership of the Premises, or change its name, compliance with Federal Acquisition Regulation (FAR) subpart 42.12 (48 C.F.R. subpart 42.12) is required. The Government's obligation to pay rent to a new owner or assignee (Transferee), as well as recognize a Transferee as the new lessor, shall not commence until the following actions have occurred: (1) the Government determines that recognizing the Transferee as the new lessor is in the Government's interest; (2) the Government, the original Lessor (Transferor), and the Transferee execute a Government provided novation agreement, based on the FAR and GSA templates, providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee; (3) the Transferee properly registers in the SAM database, or successor Government database, and completes all required representations and certifications (e.g., those within SAM); and (4) a lease amendment is executed by the Government and the Transferee that memorializes the above actions.

- 15. Claims.** For the purposes of this Lease, the Government is considered to be self-insured. The Government agrees to promptly consider and adjudicate any claims which may arise out of use of the Lessor's Property/Premises by the Government or duly authorized representatives or contractors of the Government and to pay for any damage or injury as may be required by applicable law. Such adjudication may be pursued under the Federal Tort Claims Act, 28 U.S.C. § 2671 et seq., the Federal Employees' Compensation Act, 5 U.S.C. § 8101 et seq., or such other legal authority as may be pertinent. The Lessor is provided the protection of Section 768.28 of the Florida Statutes, and nothing herein shall be construed as an indemnity or waiver of sovereign immunity provided by that protection.

16. Correspondence.

Correspondence to the Lessor shall be sent to: The Brevard County Co., Utility Services Department 2725 JUDGE FRAN JAMIESON WY BLDG A, VIERA, FL 32940-6605	Correspondence to the Government shall be sent to: United States Department of Commerce NOAA Real Property Management Division Bolling Federal Building, 601 E 12 th Street – S1705 Kansas City, MO 64106 Attn: Contracting Officer
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- 17. Exhibits and Attachments.** The following are attached and made a part hereof:

- A. Exhibit "A", Description of the Property and Premises (1 page)
- B. Exhibit "B", Description of Equipment (1 page)
- C. General Clauses, DOC NOAA (Jan 2021) (2 pages)
- D. FAR clause 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020) (3 pages)
- E. ADDENDUM to the System for Award Management (SAM) REPRESENTATIONS AND CERTIFICATIONS, 3518-SAM (REV Jan 2016) (2 pages plus screenshot of SAM)

- 18. Prior Transaction.** This Lease succeeds Lease number 20EKW0077C.
In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below.

LESSOR:

BY _____
Signature _____ Name (Print), Title, & Date _____

IN THE PRESENCE OF:

BY _____
Signature _____ Name (Print), Title, & Date _____

UNITED STATES OF AMERICA:

Signature _____
Department of Commerce
Real Property Contracting Officer
Name of Contracting Officer (Print) & Date _____

Melbourne, FL

Exhibit A



Lessor _____ & Government _____

EXHIBIT B

TRANSMITTER:

- | | |
|----------------------------|---|
| 1) Type/Size/Number | Crown WRG 1000DT Dual |
| 2) Floor Space Required | 64 square feet for Government-owned transmitter |
| 3) Frequency (MHz) | 162.4 - 162.55 MHz |
| 4) Wattage (Output) | 300 |
| 5) Power Usage per Month | 1000 KWH |
| 6) Electrical Requirements | 208-220 VAC |

GENERAL CLAUSES
(Acquisition of Real Property Leasehold Interests in Land and Towers for Leases Up to \$250,000 Net Annual Rent)

1. The Lessor shall maintain the Premises, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. Upon request of the Contracting Officer, the Lessor shall provide written documentation that building systems have been maintained, tested, and are operational. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.
2. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition. The Government may terminate the Lease if: (i) the Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or (ii) the Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions; and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Premises unusable for its intended purposes. Failure by the Lessor to timely deliver the Premises or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from: (i) circumstances within the Lessor's control; (ii) circumstances about which the Lessor had actual or constructive knowledge prior to the lease award date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters; (iii) the condition of the Property; (iv) the acts or omissions of the Lessor, its employees, agents or contractors; or (v) the Lessor's inability to obtain sufficient financial resources to perform its obligations. The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.
3. FAR 52.252-2 **CLAUSES INCORPORATED BY REFERENCE (VARIATION)**
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be accessed electronically at: <https://www.acquisition.gov>.
4. The following FAR (48 C.F.R. part 52) and GSAR (48 C.F.R. part 552) clauses are incorporated by reference:

FAR 52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (Applicable to leases over \$30,000 total contract value.)
FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
FAR 52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
FAR 52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020) (Applicable to leases over \$35,000 total contract value.)
FAR 52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (NOV 2020) (Applicable to leases over the micro-purchase threshold.)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
FAR 52.222-26	EQUAL OPPORTUNITY (SEP 2016)
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS (JUN 2020) (Applicable to leases over \$150,000 total contract value.)
FAR 52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) (Applicable to leases over \$15,000 total contract value.)
FAR 52.222-37	EMPLOYMENT REPORTS ON VETERANS (JUN 2020) (Applicable to leases over \$150,000 total contract value.)
FAR 52.223-6	DRUG-FREE WORKPLACE (MAY 2001) (Applicable to any leases of any value awarded to an individual.)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) (Applicable to leases over the micro-purchase threshold.)

INITIALS: _____ & _____
LESSOR GOVERNMENT

GENERAL CLAUSES
(Acquisition of Real Property Leasehold Interests in Land and Towers for Leases Up to \$250,000 Net Annual Rent)

- FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
 FAR 52.233-1 DISPUTES (MAY 2014)
 GSAR 552.270-7 FIRE AND CASUALTY DAMAGE (JUN 2011)
 GSAR 552.270-8 COMPLIANCE WITH APPLICABLE LAW (SEP 1999)
 GSAR 552.270-23 SUBORDINATION, NONDISTURBANCE AND ATTORNMEN (SEP 1999)
 GSAR 552.270-24 STATEMENT OF LEASE (SEP 1999)
 GSAR 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)
 GSAR 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)
 GSAR 552.270-31 PROMPT PAYMENT (JUN 2011)
 GSAR 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)
 GSAR 552.270-33 SYSTEM FOR AWARD MANAGEMENT – LEASING (FEB 2020)

5. (a) Definitions. As used in this provision—

“Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM)” means that—

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)

- (1) An Offeror is required to be registered in SAM prior to award, and shall continue to be registered during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state, and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

INITIALS: _____ & _____
 LESSOR GOVERNMENT

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (OCT 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or

services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☒ will not provide covered telecommunications equipment or services to Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) County of Brevard 2725 Judge Fran Jamieson Wy bldg A Viera, FL, 32940-6605	TELEPHONE NUMBER
	_____ Signature	_____ Date

**ADDENDUM to the System for Award Management (SAM)
REPRESENTATIONS AND CERTIFICATIONS (Acquisitions
of Leasehold Interests in Real Property)**

Request for Lease
Proposals Number
20EKW0077C

Dated

Complete appropriate boxes, sign the form, and attach to offer.
The Offeror makes the following additional Representations. NOTE: The "Offeror," as used on this form,
is the owner of the property offered, not an individual or agent representing the owner.

**1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS FOR LEASEHOLD ACQUISITIONS
(APR 2015)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).
- (2) The small business size standard is 38.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

- (b) The System for Award Management (SAM) is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror, by signing this addendum, hereby certifies he is registered in SAM.

☒ Registration Active and Copy Attached

**2. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID
DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW
(DEVIATION) (OCT 2013)**

- (a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), and Section 101 of the Continuing Appropriations Act, 2014 (Pub. L. 113-16) none of the funds made available by the Continuing Appropriations Act 2014 may be used to enter into a contract action with any corporation that---
- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
- (2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Contractor represents that---
- (1) It is ☐ is not ☒ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or

- have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (2) It is ☐ is not ☒ a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

3. OFFEROR'S DUNS and UEI NUMBER

(a) Enter number: 078769602 UEI TZY4H6KD8VG7

(b) An offeror may obtain a DUNS number (i) via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	County of Brevard 2725 Judge Fran Jamieson Wy bldg A Viera, FL, 32940-6605 _____ Signature	_____ Date



BREVARD, COUNTY OF

ALERT! This entity is only available FOR OFFICIAL USE ONLY.

Unique Entity ID TZY4H6KD8VG7	CAGE / NCAGE 6VL58	Purpose of Registration Federal Assistance Awards Only
Registration Status Active Registration	Expiration Date Feb 14, 2023	
Physical Address 2725 Judge Fran Jamieson Wy Bldg A Viera, Florida 32940-6605 United States	Mailing Address 2725 Judge Fran Jamieson WAY Viera, Florida 32940-6605 United States	

Business Information

Doing Business as Utility Services Department	Division Name Utility Service Department	Division Number (blank)
Congressional District Florida 08	State / Country of Incorporation (blank) / (blank)	URL http://www.brevardfl.gov/
Registration Dates		
Activation Date Feb 16, 2022	Submission Date Feb 14, 2022	Initial Registration Date Mar 13, 2013
Entity Dates		
Entity Start Date Jan 1, 1854	Fiscal Year End Close Date Sep 30	
Immediate Owner		
CAGE (blank)	Legal Business Name (blank)	
Highest Level Owner		
CAGE (blank)	Legal Business Name (blank)	

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

No

Entity Types

Business Types

Entity Structure

U.S. Government Entity

Profit Structure

Entity Type

US Local Government

Organization Factors

(blank)