



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

---

F.10.

12/17/2019

---

### Subject:

Approval; Re: Replacement of the Heating, Ventilation, and Air Conditioning system at Wickham Park Senior Center - District 4

### Fiscal Impact:

Fiscal Year 2019/2020: \$196,306 from South Brevard Special Recreation District, Fund 1019, Cost Center 250410

### Dept/Office:

Parks and Recreation

### Requested Action:

It is requested the Board of County Commissioners approve the replacement of the Heating, Ventilation, and Air Conditioning system at Wickham Park Senior Center utilizing the Trane Countywide Heating, Ventilation, and Air Conditioning Service Agreement P-6-16-02, expiring 02/28/21 and authorize the County Manager to execute necessary budget change requests.

### Summary Explanation and Background:

Wickham Park Senior Center is located at 2785 Leisure Way, Melbourne, FL in Wickham Park. On August 18, 2105 the Board of County Commissioners entered into a Lease Agreement with Wickham Park Senior Center Association, Inc. Section 10. of the Lease Obligations of the County states that "The County shall be responsible for any needed repair and/or replacement of the Heating, Ventilation, and Air Conditioning system and plumbing system."

The existing system at the Wickham Park Senior Center was installed approximately ten years ago. Due to the aggressive, corrosive seacoast environment in Brevard County, the system is showing signs of deterioration. The condenser coils are extremely deteriorated and there is much corrosion on the compressors and pumps.

Due to the age and condition of the Heating, Ventilation, and Air Conditioning system, it is recommended to replace the equipment.

### Clerk to the Board Instructions:



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

December 18, 2019

MEMORANDUM

TO: Mary Ellen Donner, Parks and Recreation Director

RE: Item F.10, Replacement of the Heating, Ventilation, and Air Conditioning System at Wickham Park Senior Center

The Board of County Commissioners, in regular session on December 17, 2018, approved the replacement of the Heating, Ventilation, and Air Conditioning system at Wickham Park Senior Center utilizing the Trane Countywide Heating, Ventilation, and Air Conditioning Service Agreement P-6-16-02, expiring 02/28/21; and authorized the County Manager to execute necessary budget change requests.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

A handwritten signature in cursive script that reads "Tammy Rowe".

Tammy Rowe, Deputy Clerk

\cmw

cc: Contracts Administration  
Budget  
Finance

**CONTRACT FOR SERVICES  
BETWEEN  
TRANE US, INC.  
AND  
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS**

THIS CONTRACT by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter the "County"), and **Trane US, Inc.**, a business having its primary business location at 2301 Lucien Way, Suite 430, Maitland, Florida 32751 (hereinafter the "Service Company" or "Contractor").

WHEREAS, the County issued RFP #P-6-16-02 seeking a qualified HVAC contractor to provide heating, ventilation and air conditioning services;

WHEREAS, Trane submitted a response to the solicitation for such services;

WHEREAS, Trane's response has been reviewed as determined to be a responsive and responsible response and was deemed to be the most qualified submission.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

**1.0 DEFINITIONS**

The following words and phrases, when used in this Contract shall have the following meanings:

- "COUNTY" shall mean THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA or its duly appointed representative.
- "OWNER" shall mean THE BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA.
- "SERVICE COMPANY" shall mean TRANE US, Inc.
- "FACILITY" shall mean any building owned or leased by the COUNTY.
- "PROJECT MANAGER" shall mean the Service Company's chief coordinator for all work under this proposal and who normally oversees all proposal operations and makes final decisions, etc.
- "WORK" shall mean the completed services required by the project and contract documents.
- "CONTRACT DOCUMENTS" consist of each and every one of the following: all specifications and terms and conditions, all addenda heretofore issued, purchase order, and contract completion form.
- "MATERIALS" shall mean all items and services used in the execution and completion of repairs and installation services, including all installed parts and equipment. This includes any and all large rental equipment that would normally not be owned by individual vendors. This excludes (except when pre-approved by Owner) standard tools and machinery normally used in the industry.
- "RESPONSE" shall mean having a trained and qualified technician physically go to the site and evaluate services required in order to perform work within the designated time.

- "SUB-CONTRACT LABOR" shall mean other labor required whereby required specialization is not part of Service Company's employee workforce.
- "INSTALLER AND SERVICE MECHANIC" shall mean the Service Company's field-based representative (trained and qualified) who normally works independent from supervision, takes general instructions from the Foreman, is licensed and/or approved to complete HVAC installation and/or service work, and directs work of apprentices and helpers, etc.

## 2.0 **CONTRACT BASIS**

This Contract is based on the Brevard County Board of County Commissioners Request for Proposal (RFP) Number #P-6-16-02 for HVAC services dated and the Proposal provided by **TRANE US, INC.** dated December 30, 2015.

Any subsequent clarification letters and change orders will become part of the Contract.

## 3.0 **SCHEDULED MAINTENANCE**

Maintenance intervals will be determined by equipment run time, application, location, maintenance experience, and manufacturer's specifications, unless otherwise required. The detailed maintenance schedules are listed in the Brevard County Board of County Commissioners RFP #P-6-16-02. When there is a conflict between the RFP and TRANE US, Inc. (Service Company's) Proposal, the RFP will prevail.

3.1 The overall scope of the HVAC system maintenance and repair services performed by the Service Company shall include, but not be limited to, labor, supervision, materials, parts, tools, transportation, fuel and each and every item required to perform the preventative maintenance repair and installation services of the following systems and their components: Heating Systems, Ventilating Systems, Air Conditioning Systems and related HVAC Controls as required and directed by the County. All maintenance and repairs shall be performed in accordance with manufacturer's recommendations to meet manufacturer's performance requirements. This shall include the following equipment and parts:

- 3.1.1 **Chillers**: Air to water/water to water type chillers with scroll, reciprocating or centrifugal compressors including all parts of the chiller unit from the entering water flange to the leaving water flange including all chill water pumps, flow switches, air separators, controls, condenser and chill water isolation valves and chill water make-up valve.
- 3.1.2 **Cooling Towers- All Types**: Provide complete maintenance, service and repairing of mechanical parts of cooling tower, cooling tower fans, fan motors, fan drives, cooling tower isolation valves, makeup water float, valve assemblies, pumps, and any other equipment or controls needed for proper cooling tower operation, including the tower water temperature control
- 3.1.3 **Air Handlers/Condensing Units**: All equipment related to split systems, package units and OA units.
- 3.1.4 **Thermal Energy Storage Systems (TES)**: All equipment related to ice storage systems.
- 3.1.5 **Building Automation Systems (TRANE Tracer Tracker SC)**: All equipment related to front end building control units (BCU). All PCM, UPCM, UCM, programming and all other control equipment related to the BAS system including updates and upgrades.

- 3.1.6 **Variable Air Volume (VAV):** All equipment related to VAV boxes including calibration.
- 3.1.7 **Motors and Belts:** All motors related to the chillers, air handling units (AHU's), Thermal Energy Storage Systems, cooling towers and building exhaust fans.
- 3.1.8 **Pumps:** All pumps related to the chiller air handling units (AHU's), Thermal Energy Storage Systems and the cooling tower. Standard pumps as well as pumps controlled by VFD.
- 3.1.9 **Fans:** All fans related to chiller cooling towers, air handling units (AHU's), outside air, and building exhaust systems.
- 3.1.10 **Boilers:** To include all boilers which supply re-heat for HVAC systems, all heating boilers, "hot water and steam". All parts of boiler from the entering water flange to the leaving water flange (to include all heating circulating pumps, flow switches, controls and boiler make-up water valves/float).
- 3.1.11 **Freon Monitors:** All Freon monitoring devices will be included in this contract. This applies to all buildings with Freon gas monitoring devices. To include repairs as well as monitoring chiller equipment room condition.
- 3.1.12 **Insulation:** Insulation removed during repairs of chiller/heating equipment will be re-insulated by the contractor.
- 3.1.13 **VFD's and Starters:** All VFD's and starters related to applicable equipment list shall be covered under this contract.
- 3.1.14 **Energy Management Systems (EMS):** All portions of the EMS shall be included such as control panels, sensors, transducers, relays, etc. shall be covered under this contract.
- 3.1.15 **Filters:** Provide and install as a minimum 30% efficiency and pleated filters. Filters must be changed within a maximum of ninety (90) days or three (3) months between changes. Filters on fresh air intakes must be changed monthly. Each filter, when changed, must have the change date written on the filter.
- 3.1.16 **Trane ES Server:** All support, updates and upgrades to maintain server.
- 3.1.17 **Monthly Meetings:** Contractor will meet monthly with Facilities Team to review service over previous month along with any new business.

3.2 The objectives of this Contract are as follows:

- 3.2.1 To operate and maintain the chillers and related equipment in County facilities in accordance with manufacturer's recommendations and requirements at the highest possible standard at an acceptable cost.
- 3.2.2 To provide related services highly responsive to the needs of the County and its employees and visitors.
- 3.2.3 Long range changes in operation philosophy, schedules and the existing preventative maintenance program shall be mutually agreed to by the County and the Service Company. The County reserves the right to make all final decisions related to systems operations, schedules or the preventative maintenance programs.

#### 4.0 **PREVENTATIVE MAINTENANCE SPECIFICATIONS**

- 4.1 The Service Company shall provide all supervision, labor, materials, equipment, supplies and parts to operate in a first class condition, on a continuous basis, all equipment listed on attached list. A list of the minimum equipment maintenance expectations is included as "Preventative Maintenance Minimum Requirements".

4.2 Preventative maintenance includes inspections, lubrication, tests, adjustments, and corrective maintenance tasks. The Service Company shall control scheduling at agreed upon intervals for preventative maintenance and task functions to be performed by both calendar periods and operating hours as applicable to each piece of equipment. The Service Company shall schedule preventative maintenance tasks by computer to assure a uniform and detailed method of scheduling work. A copy of this schedule will be sent to the County Representative

4.2.1 Maintenance intervals will be determined by equipment run time, application, location and manufacturer's specifications.

4.2.2 Preventative maintenance performed under this Contract is designed to minimize the incidence of emergency situations; however, back up emergency service will be provided 24 hours a day to minimize down time inconvenience.

4.2.3 All of the manufacturer's recommendations are to be followed. The County Representative must approve any amendments.

4.2.4 Component Replacements: The Service Company will replace worn, failed or doubtful components and parts. These replacements will be of like or current design to minimize system depreciation and obsolescence.

A. A component may be repaired or replaced in advance to prevent a system failure.

B. Refrigerant.

C. Components, parts, supplies, and refrigerant shall be included in the monthly preventative maintenance fee.

## 5.0 REPAIR MAINTENANCE SPECIFICATIONS

5.1 The Service Company shall provide all supervision, labor, materials, supplies and parts to repair and maintain in a first class condition, on a continuous basis, all equipment listed on *Price Sheet* in **Attachment A**. If the material costs to repair a major unit exceed fifty percent (50%) of the replacement costs for the unit, the County has the option of replacing the unit and paying the difference of a new unit. The Service Company will inform the County Representative when this situation occurs and the County Representative will decide whether to repair or replace.

5.2 Repair maintenance includes repairs and adjustments of equipment in response to conditions discovered during performance of preventative maintenance, equipment breakdown/improper operation, or occupant complaint. Repair work orders will be generated as required to respond to problems as they occur. Except in response to occupant complaints or safety requirements, repair work orders shall be scheduled for completion depending on priority, availability of parts, workload, and convenience of occupants. Repair maintenance involving safety consideration or possible damage shall be responded to immediately.

5.3 To ensure timely repairs for normal and emergency situations, the Service Company shall maintain, or have access to, an adequate inventory of replacement parts for equipment under this contract. If repairs cannot be accomplished within twenty four (24) hours of system failure, the Service Company shall provide temporary cooling. The Service Company will have access to; delivery and setup of portable air chillers at an additional cost to the owner. Service Company will verify size of temporary air conditioning

appropriate for given space. The Service Company shall obtain authorization from Owner or designee prior to setup of portable air conditioning.

- 5.4 The Service Company shall furnish and install all materials, parts, and supplies required for repairs.
- 5.5 **Service Repair, Installation Requests:** The Service Company shall process written routine requests for repair/installation services in accordance with existing work order system. Service Company personnel shall notify the County of any malfunction or any other abnormal or unusual condition discovered.
  - 5.5.1 Each service/work request shall be logged and acknowledged. Formal work orders will be prepared for each service/work request received. The Service Company Project Manager shall be aware of the status of all work orders. The work orders will include all items in the work request, priorities, identification of charges, time and materials used, starting and completion dates, and any other pertinent data. Job completion data will be reported to the County Representative.
  - 5.5.2 **Service Desk:** The Service Company shall operate during normal work hours (8:00 am to 5:00 pm) a service desk to receive all calls including complaints, repair requests, and service requests. The Service Desk will create work orders for all calls and forward the work orders to the appropriate personnel for response. The Service Company shall distribute, complete and close such work orders.
  - 5.5.3 **Response Time:** Occupant comfort and satisfaction is of paramount importance. Any occupant call requesting service or registering a complaint for non-emergency work must be responded to within eight (8) hours, but not exceed twenty-four (24) hours of initial receipt of call. Emergency response time for repair maintenance shall be responded to within two (2) hours. If for any reason the request cannot be resolved within the same workday, Facilities Work Control and area supervisor will be notified of the delay and will be given a reasonable time when the work shall be completed. Work Control will notify occupants as appropriate. Any second call for service/complaint shall be elevated to the Service Company's Project Manager.

## 6.0 SERVICE COMPANY RESPONSIBILITIES (ALL SERVICES)

- 6.1 **Computerized Maintenance Management System:** The Service Company shall use a computerized maintenance management system to manage and track all work. All preventative maintenance work orders shall be printed, distributed to Owner, completed, and closed out by the Service Company.
- 6.2 **Warranty Administration:** The Service Company shall administer, coordinate, and enforce all warranties provided by contractors, vendors, and equipment suppliers. The Service Company shall perform all work such that all warranties are maintained in full force and effect.
- 6.3 **Reports:** In order to account for all of its services, the Service Company will submit reports as required by the County and keep a service log at each equipment location. The service log shall state the date, time, service technician and description of all services rendered. The Service Company shall submit a proposed service log format for the County's approval upon its execution of the

Contract. Owner shall approve the format and contents of the service log prior to use. A monthly schedule for preventive maintenance and installation repairs will be submitted to the County Representative by the 5<sup>th</sup> of each month.

**6.4 Refrigerant Status Report:** A Refrigerant Status Report shall be executed every time refrigerant is added to or removed from any equipment under this Contract. This form shall comply with EPA guidelines in form and content. One copy of each form shall be given to the Facilities Department, one copy left in the jobsite maintenance log, and copies retained at the Service Company office.

**6.5 Monthly Status Meeting:** Contractor will meet monthly with Facilities Team to review service over previous month along with any new business.

**6.6 Supervision of Work by Service Company:**

6.6.1 The Service Company shall supervise and direct the work, using professional best skill and attention. The Service Company shall be responsible for assigning appropriately qualified personnel for the specified work.

6.6.2 The Service Company shall be responsible to the County for the acts and omissions of its employees, subcontractors, and their agents and employees, and other persons performing any of the work under a contract with the Service Company.

6.6.3 The Service Company shall designate a project manager to act on its behalf that shall be responsible for matters pertaining to the Service Company's performance of services and shall have authority to accept service of all notices which the County desires to serve, or which are required by this Contract to be served on the Service Company. The Service Company shall advise the County in writing of the name, address and telephone number of such designated representative and of any change in such designation.

6.6.4 The Service Company's working project manager must be available to County management during designated working hours and available through a cell phone or paging system during non-working hours to ensure problems, working conditions, complaints, coordination and any other necessary matters in connection with the work are satisfactorily attended to. The Project Manager must have the ability and authority to act for the Service Company in matters relating to the Contract.

**6.7 Scheduling of Work**

6.7.1 The Service Company will make every effort to complete its assigned tasks without disruption to employees. The normal working hours for most County offices are 8:00 a.m. to 5:00 p.m. Monday through Friday.

6.7.2 Emergency Service Requests may be initiated both during and after normal business hours. The Service Company shall, within two (2) hours' notice, meet the County personnel (if necessary) at the job sites, review the scope of work, proceed with work without delay and in general be responsive to the emergency request. If for any reason the request cannot be resolved within the same work day, Facilities Work Control will be notified of the delay in repair. No additional payment will be made to Service Company due to emergency repair requests except for the following:

If Service Company is required to make emergency calls to respond to or repair damage caused by extrinsic forces such as floods, fire, misuse, negligence, vandalism, elements, lighting, single phasing, riots, strikes, labor troubles, civil commotion of any kind, or any reason or event beyond Service Company's reasonable control, Owner shall be separately billed for such time and expense.

**6.8** To facilitate contract administration and inspection by the Owner's representative, the Service Company shall:

- 6.8.1 Ten (10) days prior to the Contract starting date, submit in writing to the Owner's representative(s) the names of at least two (2) representatives, each of whom is authorized to act for the Service Company in every detail. The Service Company's representatives, their location, and their availability must be satisfactory to the Owner's representative(s). The Service Company's representative(s) must be available to meet with Owner's representative(s) during the Owner's work hours as necessary.
- 6.8.2 Ten (10) days prior to commencement of the Contract, the Owner's representative(s) and the Service Company shall meet, review and have approved the total workload, scheduling of preventative maintenance, and the methods proposed by the Service Company.
- 6.8.3 Service Company shall be required to provide a Personnel Manning Report to the Owner's representative indicating the number and names of persons assigned to respective areas at facilities and the minimum required man-hours to accomplish assigned tasks. Changes in established man-hours must be provided to the Owner's representative.

**6.9 Service Company's Employees**

6.9.1 The Service Company shall employ a sufficient number of qualified personnel and schedule such personnel for sufficient hours to accomplish all daily tasks set forth in the schedule provided by the Service Company and to meet to the quality standards set forth in the recommended standards of the RFP and Response. Where work is not performed or accomplished in accordance with the standards, the deduction criteria will be used by the County in determining deductions for non-performance of work or for work below quality standards. The Service Company has the prerogative to either increase the number of employees on the job, or extend the work hours of the shift to ensure compliance with the Contract specifications, neither of which shall increase the Contract cost.

6.9.2 The Service Company shall keep and have available for review by the Owner's representative the records identified below for each employee:

6.9.2.1 Employee Name, Social Security Number, Date of Birth, Home Address and Phone Number.

6.9.2.2 Employee Work Classification(s).

6.9.2.3 Any and all Service Company employees will display a Facilities Department issued badge at all times and company uniform displaying company name when on Brevard County property.

6.9.2.4 The Service Company shall account for all time its personnel spends on Brevard County premises and keep records of work

actually performed by the Service Company and the amount of time spent on such work. Such time records shall be submitted by the Service Company to the County for approval each Monday morning for the previous week's work.

6.9.2.5 Unusual occurrences: Any unusual occurrence, such as major equipment failures, accidents, injuries to persons, or job actions shall immediately be communicated to the County.

#### **6.10 Personnel and Equipment**

- 6.10.1 Vehicles and Technicians: Service Company shall provide evidence of the number of service vehicles and technicians that operate in the service area to be available to perform work at various County facilities.
- 6.10.2 The Service Company shall have sufficient number of personnel, materials, transportation and an adequate inventory of parts, tools and equipment to perform work at the job site. The Service Company shall be held responsible for the on-site supervision, scheduling, storage, receiving and placement of materials; cleanup of work site.
- 6.10.3 The personnel employed by the Service Company at the County facility will at all times remain the employees of the Service Company. No relationship of "employee to employer" exists or will be allowed to exist between the Service Company's employees and the County.
- 6.10.4 All employees of the Service Company assigned to duties must be acceptable to the County. The County reserves the right to prohibit any given employee of the Service Company from performing work under this Contract should there be any concerns regarding the employee's background or should any other entity (for which the County provides services through or under this Contract) object to such employee providing services on their premises. Under such circumstances, the Service Company shall be responsible for providing an alternate employee to provide the services needed without additional compensation.

#### **6.11 Qualifications of Employees**

- 6.11.1 All employees assigned by the Service Company to the performance of work under this contract shall be physically able to do their assigned work. It shall be the Service Company's responsibility to insure that all employees meet the physical standards to perform the work assigned and have sufficient training and experience to perform the work required in the specific trade. Employees shall be certified and have applicable licenses and/or manufacturers certifications for the required work to be performed.
- 6.11.2 The personnel employed by the Service Company shall be capable employees, age 18 years or above, qualified in this type of work. The Service Company shall staff the buildings with trained and experienced personnel who will exhibit the capability to operate with a minimum of supervision. It is the Service Company's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with Immigration Policies.
- 6.11.3 All our County buildings are smoke free.
- 6.11.4 The Service Company shall maintain a list of all Service Company employees assigned to work on the County premises. The employee list

shall include complete name, Social Security number, date of birth, home address, and telephone number for each. Information can be used for background investigation. The list shall be updated with the same information (stated above) for all newly hired employees who are assigned to work on County premises. The Service Company shall be held responsible for the accuracy of the data provided, and shall insure updated changes are provided the Owner's representative immediately upon their effective date.

- 6.11.5 The Service Company shall see that every employee on the Service Company's work force is provided an Identification Badge. It shall be the Service Company's responsibility to inform the Owner's representative of all new employees promptly at time of employment/assignment.
- 6.11.6 All employees of the Service Company will be required to wear neat, clean uniforms bearing the service company's name during duty hours. The County shall approve uniforms. The Service Company shall see that all employees wear their badges on the outside of their uniform at all times when in County buildings or premises.
- 6.11.7 The Service Company shall require employees to be dressed in their work attire when reporting for duty, as locker space is not available.
- 6.11.8 The Service Company shall prohibit its employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official use.
- 6.11.9 The Service Company shall require its employees to comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials, such as the building managers, guards, inspectors, etc.
- 6.11.10 If keys are provided and lost, the Service Company will be responsible for the cost of replacement keys at a rekey charge of \$25.00 each.
- 6.11.11 When requested, the Service Company shall cooperate with any ongoing County investigation involving economic loss or damage to County buildings, or County or personnel property therein.

## **7.0 OWNER RESPONSIBILITIES**

7.1 The County shall designate a person or group of persons as representatives to act in its behalf who shall (1) provide full information as to its requirements for the Service Company's services, (2) examine and review the work performed by the Service Company, (3) render decisions pertaining to the Service Company's service and the administration of this Contract, and (4) accept service of all notices which the Service Company desires to serve, or which are required by this Contract to be served on the County. The County shall advise the Service Company in writing of the name, address, and telephone number of such designated person or group of persons and of any change in such designation.

7.2 Owner shall:

- 7.2.1 Provide Service Company reasonable and safe access to all equipment covered by this Contract;
- 7.2.2 Notify Service Company of any unusual performance of equipment included in this specification;
- 7.2.3 Permit only Service Company or County personnel to repair or adjust equipment and/or controls during the period of this Agreement;
- 7.2.4 The Contract Officer's Representative(s) will determine how the Service Company will receive access to the facility;

- 7.2.5 This Contract presupposes that all major pieces of equipment are in proper operating condition at the signing of this Contract. Required restoration shall be performed by the Owner at its cost prior to Service Company's being obligated to perform under this Contract. Should restoration charges be declined, those non-maintainable items will be eliminated from the program.

## **8.0 EXCLUSIONS**

### **8.1 Service Company *will not* be responsible for:**

- 8.1.1 The repair and replacement of non-maintainable parts of the system such as unit cabinets, shells, ductwork, insulation, electrical wiring, hydronic piping, structural supports, water tower structure, boiler refractory material and shells, paint, rust, corrosion, acts of God, storage tanks, and similar items. However, rust/corrosion caused by leaks from components that are included for maintenance shall be the responsibility of the Service Company. For example, a leaking valve causing rust on the valve or other system components such as motor, pumps, piping will be included.
- 8.1.2 Any damage or malfunction resulting from freezing, corrosion or erosion on the water side of the equipment or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Service Company as part of this Contract.
- 8.1.3 Problems caused by utility service needed for operation of the equipment or damage sustained by equipment.
- 8.1.4 Furnishing any items of equipment, material, or labor, or performing special tests recommended or required by insurance companies or federal, state, or local governments unless specifically included in the scope of work of this Contract. However, boilers covered under this Contract will require assistance to the State Inspector when he/she comes.
- 8.1.5 Failure or inadequacy of any structure or foundation supporting or surrounding the unit(s) or any portion thereof.
- 8.1.6 Building access or alterations that might be necessary to repair or replace Owner's existing equipment.
- 8.1.7 This Contract does not include air conditioning duct work unless damage is determined to be a direct result of contractor's performance of work under this agreement. Recording or portable instruments, services to any pipe covering or insulation containing asbestos or responsibility for maintaining the appearance of decorative casings or cabinets.

## **9.0 SPECIAL TERMS AND CONDITIONS (ALL SERVICES)**

- 9.1 The Service Company will cooperate with all other departments residing at the facility to ensure mission is accomplished.
- 9.2 The Service Company is expected to adhere to and assist in the environmental efforts to preserve the environment and recycle materials through programs instituted by the County. Every effort will be made by the Service Company to expand the environmental programs in their area of responsibility.

### **9.3 Safety:**

- 9.3.1 All operation and maintenance services shall be performed with emphasis on safe procedures and with due regard to safety, comfort, and convenience. It is the responsibility of the Service Company to insure that their employees and/or subcontractors read the safety literature supplied to them by the County. These requirements must be adhered to at all times.
- 9.3.2 County Regulations: Service Company personnel shall adhere to Safety and other regulations established by the County.
- 9.3.3 Safety Codes: Service Company shall ensure that all of its personnel, equipment and materials are in conformance with OSHA and all other applicable State, local and Federal codes. The storage of any combustible substances shall be in conformance with applicable codes.
- 9.3.4 Confined Spaces: The Service Company shall adhere to all established guidelines of OSHA or any other Federal, State or local agency in regards to accessing confined spaces.
- 9.3.5 Precautions will be exercised at all times for the protection of persons (including employees) and property. The Service Company at Service Company's expense will provide barricades, when work is performed in areas traversed by persons or vehicles, or when deemed necessary by the County.
- 9.3.6 Service Company shall timely obtain and keep in force, at Service Company's expense, all permits and licenses required by applicable governmental authorities for the performance by Service Company of all covenants herein contained on the part of Service Company.
- 9.3.7 The Service Company shall conform to all Federal, State and City regulations during the performance of the Contract. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Service Company. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by the Service Company shall constitute cause for immediate termination of the Contract.
- 9.3.8 All required training for compliance with OSHA, MSDS and other regulatory agencies is the responsibility of the Service Company. Records of the training will be made available for inspection by the County Representative(s) upon request.
- 9.3.9 The Service Company at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work, all waste materials and rubbish from and about the Project as well as all tools, construction equipment, machinery and surplus materials shall be removed by the Service Company.

**9.4 Utility Cutoff:** At no time shall the work performed by the Service Company interfere with or cut off any of the existing services and utilities without the County's written permission, except in the event of a bona fide emergency, during which oral authorization will be acceptable.

- 9.4.1 All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Service Company and the Service Company shall be held responsible for any damage to property caused by reason of its operations on the property.

**9.5 Hazardous Materials:** If, during or prior to the performance of its functions hereunder, the Service Company discovers the existence of a hazardous substance such as, but not limited to, asbestos, it will stop work immediately and notify Owner of its existence. Owner agrees to take such steps as may be required in relation to the hazardous substance as will permit Service Company to safely resume its work hereunder.

**9.6** Existing parts removed for replacement shall be physically turned over to the County representative. Replaced parts shall have labels attached that provide sufficient information to determine type, date replaced and location of equipment.

9.6.1 All equipment shall be operated only as required and in the most economical manner consistent with load requirements. Manufacturer's recommendations, good practices and design requirements.

9.6.2 All parts are to be OEM. NO substitutions will be allowed without prior approval of the County representative.

9.6.3 All oils removed from any equipment will be placed in properly marked containers and will be properly disposed of by the Service Company.

9.6.4 Any Freon removed from any equipment under this Contract that is not reusable, will be the Service Company's responsibility to dispose of legally. The Service Company will supply the County representative with a letter stating the amount of Freon to be removed and the company name and location that will be shipped to prior to removing it from County property.

**9.7 Warranties:** The Service Company warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects and in conformance with the project specifications. All Work not conforming to these requirements including substitutions not properly approved and authorized, may be considered defective. If required by the County, the Service Company shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

9.7.1 The Service Company shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the County within 24 hours after receipt of notification of such faulty labor or workmanship. If the Service Company fails within 24 hours to correct defects, the Owner shall be entitled to have such work remedied and the Service Company shall be fully liable for all costs and expense reasonably incurred by the Owner. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the County.

**9.8 Contract Deductions**

9.8.1 The County may undertake or award other contracts for work not being performed acceptably by the Service Company and/or for work not being

accomplished on time by the Service Company. Cost incurred hereby will be deducted from the Service Company's monthly bill. However, this Contract shall not be considered an exclusive contract for providing the type of services covered under this Contract.

9.8.2 If any work, which is scheduled for performance is omitted or unsatisfactorily performed, the attention of the Service Company or its designated representative will be called to this failure or omission, and a deduction can be made from any monies due or to become due the Service Company. Notice will be given to the Service Company to correct the deficiency within twenty-four (24) hours of Notice. If the deficiency is not corrected within twenty-four (24) hours or is repetitive (as determined by the Owner's Representative) deductions will be made at the rate of \$200.00 for each incident.

9.8.3 In the event the Service Company, for any reason whatsoever, consistently fails to perform work to the quality required in the technical specifications of this contract, the County reserves the right (in addition to other specified penalties) to:

- 1) Make deductions in accordance with the rate above.
- 2) At the discretion of the County, cancel the Contract on as short a notice in writing as may be consistent with securing a replacement Service Company to take over the work specified in the canceled Contract.

9.8.4 If the Service Company fails to perform as required per these specifications, or fails to deliver the item(s) specified in these specifications, it shall compensate the County for any damages caused by his failure to perform as stated.

9.8.5 In case of Contract default or failure to perform, the County may procure the services from other sources and hold the Service Company responsible for any excess costs occasioned thereby and may immediately proceed to cancel the Contract. Furthermore, the County may suspend the Service Company from future proposals/bids/RFP's or business with the County for a specified period of time.

**9.9 Access To County Premises** Neither the Service Company nor its personnel shall permit any individual to have access in the building, rooms, or grounds designated herein until it has been determined that permitting such person(s) to have such access will not be contrary to the public interest, and that the individual is authorized to be admitted in accordance with applicable orders, rules, regulations, and instructions. These prohibitions and requirements shall also be applicable to all individuals with regard to access, removal and/or possession of materials, supplies, equipment, and all County owned property at the locations designated in the contract.

## **10.0 REQUIREMENTS OF SERVICE COMPANY (ALL SERVICES)**

Service Company must maintain the following requirements throughout the effective term of the Contract.

10.1 Service Company shall hold a class A commercial license issued by the State of Florida Construction Industry Licensing Board according to Florida State Statutes, Chapter 489. This license must be valid at the time of the proposal opening and maintained through the term of the contract.

10.2 Service Company shall have an established local (within a 50 mile radius of BCGC - Viera) business office staffed with enough qualified personnel to be able to meet the terms of this Contract.

10.3 Service Company must be able to demonstrate financial strength appropriate to the scale of projects to be managed.

**11.0 AGREEMENT TERM AND PRICE ADJUSTMENT**

The Agreement is for **five (5) base years** with an option to renew for up to two (2) additional one (1) year periods. Agreement shall become effective March 01, 2016.

Prices shall remain firm as originally proposed for a period of five (5); any price increases for the remaining two (2) years of this Agreement are subject to negotiations.

For work outside the Agreement, all work will be negotiated or Quoted/Bid as required by Brevard County Policy.

**12.0 CONTRACT RENEWAL**

The County reserves the right to renew this contract or any portion thereof, for up to two (2) additional one (1) year periods, upon mutual agreement, in writing. Any price increases for the remaining two (2) years of this contract is subject to negotiations and approval by Brevard County. Both the County and the Service Company must provide sixty (60) days written notice of intent to renew/accept renewal of Agreement.

**13.0 TERMINATION OF CONTRACT FOR CAUSE**

The County shall have the right at any time and at all times to terminate this Contract for cause, and it is agreed that the violation by the Service Company of any covenant or provision contained in the Contract, or the failure or refusal of Service Company to abide by or carry out any covenants or provision of this Contract, shall be and constitute sufficient cause for which the County may terminate this Contract. In the event the County shall elect to terminate this Contract for cause, the County shall notify the Service Company thereof in writing and shall therein specify the cause for such termination and the date that such termination shall be effective, whereupon the Service Company agrees (1) to vacate the facility on or before said date, and (2) to remove the Service Company's employees and property from the facility, return all keys, badges, access cards issued to the service company by Brevard County on or before said date. The Service Company shall have no further rights and the County shall have no further obligation to the Service Company, pursuant to this Contract subsequent to the date that the County terminates this Contract for cause.

**14.0 TERMINATION OF CONTRACT WITHOUT CAUSE**

The County and Service Company shall have the right at any time and at all times to terminate this Contract without cause, upon written notice of such termination not less than sixty (60) days prior to the date that such termination shall be effective. In the event the County shall elect to terminate this Contract without cause, the County shall notify Service Company thereof in writing and shall therein specify the date (not earlier than sixty (60) days after the date of delivery of said written notice by the County to the Service Company) on which this Contract shall terminate. Upon receipt of such written notice the Service Company agrees (1) to vacate the facility on the contract termination date specified in said written notice, return any keys, security access cards and badges used to access facilities, and (2) to remove Service Company's employees and property from the facility on the contract termination date specified in said written notice. The Service Company agrees to abide by and carry out all covenants and provisions of this

Contract until the date of termination specified in the aforesaid written notice of termination of this Contract without cause. The Service Company shall have no further rights, and the County shall have no further obligation to the Service Company, pursuant to this Contract subsequent to the date of termination of this Contract as specified in said written notice.

**15.0 INSURANCE REQUIREMENTS**

The vendor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$ 1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$ 1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance covering all employees of the vendor and subcontractors, as required by law.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to construction projects the vendor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Vendor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Vendors industry.

The vendor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificates of insurance shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the vendor.

**16.0 HOLD HARMLESS AND INDEMNIFICATION**

The Service Company shall assume full responsibility for and shall indemnify the County for any and all loss or damage of whatsoever kind and nature to all County property which is in its custody or under its control for service under this contract resulting in part from the negligent act or omission of the Service Company, and its subcontractors, or employee, agent, or representative of the Service Company. The parties agree that specific consideration has been exchanged for this indemnification and hold harmless provision.

**17.0 DEBRIS**

Service Company shall be responsible for the prompt removal of all debris from the work area that is a result of this service or delivery. DO NOT USE THE TRASH RECEPTACLES.

**18.0 PROTECTION OF PROPERTY**

The Service Company shall at all times guard from damage or loss to property of the County or other vendors or contractors and shall replace or repair any loss or damage unless such is caused by the County, other vendors or contractors. The County may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the Service Company or agents.

**19.0 FACILITIES**

The County reserves the right to inspect the Service Company's facilities at any time with prior notice.

**20.0 PERFORMANCE BOND**

Within five days from notice of award of the Contract the Service Company must submit to the County a satisfactory performance bond executed by the Service Company and a Surety Company, in an amount equal to one hundred (100%) percent of the project award based on the total annual cost. The performance bond submitted is to serve as security for performance of the project. If the Service Company fails to comply in full with these specifications and/or render any services, as noted therein, during the period of this contract, the County reserves the right to cancel this award and its attendant purchase order and revoke this performance bond. A Certified or Cashier's Check in the amount of one hundred (100%) percent of the proposal will be acceptable. A personal or business firm check will not be acceptable. Upon satisfactory completion of the project, the bond obligation will be considered released or the County will return the Service Company's Certified or Cashier's Check. In the event an award is made to a successful Service Company for an item or items for an amount of two thousand dollars (\$2,000.00) or less, a performance bond will not be required.

**21.0 INVOICING**

Payments will be made monthly (twelve equal payments of the total contract amount for one (1) year). Invoices will include a list of service charges per building. Invoices not conforming to this requirement will be returned to the Service Company and revised for process and payment. Deduction notices for non-performance; pursuant to Paragraph 8.8 shall be provided to the Service Company on a monthly basis in writing and deducted from the current month's invoice. Payments shall be rendered only for services satisfactorily provided. If unsuitable service has been brought to the attention of the Service Company and has not been rectified by the time monthly invoice is rendered;

payment of the entire monthly invoice will be withheld until the condition is made satisfactory.

In the event this Contract becomes effective or terminates during the course of the month, the amount to be paid the Service Company for the past month shall be determined by prorating the amount specified in the contract for a full month on the basis of the number of days in the month involved.

The Service Company will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid purchase order numbers. Invoices shall be mailed directly to Facilities Department 2725 Judge Fran Jamieson Way, Viera FL 32940. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified. Invoices which do not reference valid purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the Service Company for resolution of the discrepancies. IT IS THE SOLE RESPONSIBILITY OF THE SERVICE COMPANY TO RECONCILE THE PURCHASE ORDER AND THE SERVICE COMPANY'S INVOICE AND TO NOTIFY THE PURCHASING REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO BILLING. THE COUNTY WILL ONLY PAY THE DOLLAR AMOUNTS AUTHORIZED ON THE PURCHASE ORDER.

**22.0 TIME IS OF THE ESSENCE**

The Service Company acknowledges that time is of the essence to complete the work as specified in each and every Request for work. The Service Company agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified in each and every Work Order.

**23.0 COMPLETION**

After the work called for on a work order has been completed, the Service Company shall be required to submit to the Owner's Representative a work order completion form with all required signatures and the following:

- A. Date and time the work was initiated and completed;
- B. Service Company's certification that the work has been completed;
- C. Warranty information.

**24.0 NO DISCRIMINATION**

Service Company agrees that Service Company will not discriminate against any employee of Service Company, or anyone who applies to Service Company for employment, on the basis of race, religion, color, sex, age or national origin.

**25.0 ASSIGNMENT AND SUBCONTRACTING**

Service Company agrees that Service Company will not assign or transfer to anyone any rights of Service Company under this Contract or any interest of Service Company in this Contract without the prior written consent thereto of the County.

Subcontracting - Qualified and trained service personnel that are directly employed by the Service Company shall perform Work. Under no condition shall work specified be subcontracted, without prior approval from Owner.

**26.0 INSPECTION**

The County shall at all reasonable times have the right to inspect buildings, grounds, equipment and cleanliness of all facilities to ensure the terms of this Contract are adhered to.

**27.0 LEGAL REQUIREMENTS**

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the item or items covered herein apply. Lack of knowledge by the Service Company will in no way be a cause for relief from responsibility.

**28.0 ADDITION/DELETION OF WORK AND/OR EQUIPMENT**

The County shall have the right to delete or add work performed, amend the frequency performed and delete equipment. All deletions or additions shall be specified in writing to the Service Company.

The Owner reserves the right to negotiate changes caused by additions and deletions to the equipment list and Scope of Services listed in the RFP. Owner shall approve any changes in writing.

**29.0 RIGHT TO AUDIT RECORDS**

The County and its auditors shall be entitled to audit the books and records of the Service Company to the extent that such books and records relate to the performance of this Contract. Said records shall be made available, upon request, for audit purposes to Brevard County and its auditors. Such books and records shall be maintained by the Service Company for a period of five (5) years from the date of final payment under this Contract and any extensions/renewals unless a shorter period is otherwise authorized in writing.

**30.0 FEDERAL TAX ID NUMBER**

The Service Company shall provide the County with its Federal Tax ID Number.

**31.0 ATTORNEYS FEES**

In the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

**32.0 GOVERNING LAW**

This Contract shall be governed, interpreted and construed according to the Laws of the State of Florida.

**33.0 VENUE**

Venue for any legal action by any party to this Contract to interpret, construe or enforce the terms of this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

**34.0 JOINT USE**

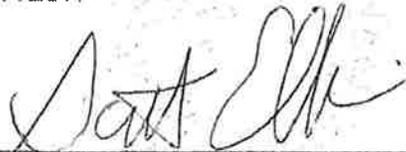
This Agreement is available for joint use by other governmental agencies including the State of Florida, its agencies, other counties, cities, municipalities and school districts, at their own discretion. Each agency selecting to use this Agreement shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases.

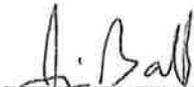
**35.0 ACCEPTANCE AND ENTIRE AGREEMENT**

This instrument embodies the entire Agreement between Brevard County Board of County Commissioners and TRANE US, INC. (Service Company). Any modifications of amendments must be in writing and agreed to by all parties.

ATTEST:

Brevard County Board of County  
Commissioners, Viera, Florida

  
\_\_\_\_\_  
Scott Ellis, Clerk of Court

  
\_\_\_\_\_  
Jim Barfield, Chair

Reviewed for legal form and content:

As approved by the Board:

  
\_\_\_\_\_  
Shannon L. Wilson  
Deputy County Attorney

8-18-2015

8/17/16  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
TRANE US, INC.

BY: Marcus D. Johnson, Contract Manager  
Printed Name & Title

Electronic Price sheet may be completed electronically on Excel spreadsheet. Electronically completed spreadsheet should be saved on CD/Flash Drive and included with bid submission. Bidders must also print out a hard copy of the completed Price Sheet, sign where indicated, and submit with bid. DO NOT MODIFY OR RE-ISSUE THE PRICE SHEET. USE THE PRICE SHEET FORM PROVIDED.

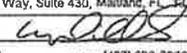
**REVISED PRICE SHEET 2 P6-16-02**

LOCATION ADDRESS	FIRST YEAR March 2016 - February 2017	SECOND YEAR March 2017 - February 2018	THIRD YEAR March 2018 - February 2019	FOURTH YEAR March 2019 - February 2020	FIFTH YEAR March 2020 - February 2021	FIRST YEAR OPTION March 2021 - February 2022	SECOND YEAR OPTION March 2022 - February 2023
<b>NORTH</b>							
Barbara A. Pili - 2290 Columbia Drive, Titusville	12,500.00	12,500.00	12,875.00	13,261.00	13,659.00	14,069.00	14,490.00
BREVARD COUNTY GOVERNMENT CENTER- NORTH-400 SOUTH ST, TITUSVILLE	36,841.00	36,841.00	37,946.00	39,084.00	40,257.00	41,465.00	42,708.00
COUNTY SERVICE COMPLEX TITUSVILLE- 700 PARK AVE., TITUSVILLE	36,874.00	36,874.00	37,980.00	39,119.00	40,293.00	41,502.00	42,747.00
Tax Collector - 800 Park Av, Titusville	3,500.00	3,500.00	3,605.00	3,713.00	3,825.00	3,939.00	4,057.00
Clerks Archive - 790 Park Av, Titusville	3,500.00	3,500.00	3,605.00	3,713.00	3,825.00	3,939.00	4,057.00
HISTORIC COURTHOUSE TITUSVILLE- 506 PALM AVE., TITUSVILLE	15,243.00	15,243.00	15,700.00	16,171.00	16,656.00	17,156.00	17,670.00
TITUSVILLE LIBRARY 2121 S. HOPKINS AVE., TITUSVILLE	5,896.00	5,896.00	6,073.00	6,255.00	6,443.00	6,636.00	6,835.00
<b>CENTRAL</b>							
COUNTY SERVICE COMPLEX- MERRITT ISLAND- 2575 NORTH COURTENAY PKWY, MERRITT ISLAND	20,071.00	20,071.00	20,673.00	21,293.00	21,932.00	22,590.00	23,268.00
T. J. MILLS FIRE RESCUE CENTER- 1040 FLORIDA AVE., ROCKLEDGE	18,087.00	18,087.00	18,629.00	19,188.00	19,764.00	20,357.00	20,968.00
ROCKLEDGE HEALTH DEPARTMENT, 1744 CEDAR STREET, ROCKLEDGE	2,500.00	2,500.00	2,575.00	2,652.00	2,732.00	2,814.00	2,898.00
Emergency Management Office - 1746 Cedar St, Rockledge	9,929.00	9,929.00	10,227.00	10,534.00	10,850.00	11,175.00	11,510.00
MEDICAL EXAMINER 1750 CEDAR ST., ROCKLEDGE	13,746.00	13,746.00	14,158.00	14,583.00	15,020.00	15,471.00	15,935.00
CENTRAL REFERENCE LIBRARY 308 FORREST AVE., COCOA	43,768.00	48,364.00	49,814.00	51,309.00	52,848.00	54,434.00	56,067.00
MERRITT ISLAND LIBRARY 2575 N. COURTNEY PKWY, MERRITT ISLAND	17,500.00	17,500.00	18,025.00	18,566.00	19,123.00	19,696.00	20,287.00
SUNTREE/VIERA LIBRARY 902 JORDAN BLASS DR, VIERA	12,463.00	12,463.00	12,837.00	13,222.00	13,619.00	14,027.00	14,448.00
<b>DETENTION CENTER</b>							
BREVARD COUNTY DETENTION CENTER-860 CAMP RD, COCOA (Water Treatment, chillers, controls)	28,081.00	28,081.00	28,923.00	29,791.00	30,685.00	31,605.00	32,554.00

ATTACHMENT A

SOUTH							
ETTE T. MOORE JUSTICE CENTER- 2825 JUDGE FRAN JAMIESON WAY, VIERA	71,545.00	71,545.00	73,691.00	75,902.00	78,179.00	80,524.00	82,940.00
BCGC V Bidg A-E - 2725 Judge Fran Jamieson Way, Viera (Water Treatment, Controls)	31,659.00	31,659.00	32,609.00	33,587.00	34,595.00	35,632.00	36,701.00
BREVARD COUNTY GOVERNMENT CENTER- VIERA- BUILDING "A" 2725 JUDGE FRAN JAMIESON WAY, VIERA (Annex Equipment and Water Treatment)	16,429.00	16,429.00	16,322.00	17,430.00	17,952.00	18,491.00	19,046.00
South Brevard Animal Shelter -5100 W Eau Gallie Blvd, Melbourne	8,500.00	8,500.00	8,755.00	9,018.00	9,288.00	9,567.00	9,854.00
COUNTY SERVICE COMPLEX MELBOURNE Bidg A&B- 1515 SARNO RD., MELBOURNE	21,500.00	21,500.00	22,575.00	23,252.00	23,950.00	24,668.00	25,408.00
MELBOURNE COURTHOUSE 31 NIEMAN AVE, MELBOURNE	24,388.00	24,388.00	25,120.00	25,873.00	26,649.00	27,449.00	28,272.00
COUNTY SERVICE COMPLEX- PALM BAY- 430 COGAN AVE., PALM BAY	7,500.00	7,500.00	7,725.00	7,957.00	8,195.00	8,441.00	8,685.00
EAU GALLIE LIBRARY- 1521 PINEAPPLE AVE., MELBOURNE	12,188.00	12,188.00	12,554.00	12,930.00	13,318.00	13,718.00	14,129.00
MELBOURNE LIBRARY- 540 EAST FEE AVE., MELBOURNE	11,500.00	11,500.00	11,845.00	12,200.00	12,566.00	12,943.00	13,332.00
MELBOURNE BEACH LIBRARY 324 OCEAN AVE., MELBOURNE BEACH	11,617.00	11,617.00	11,966.00	12,324.00	12,694.00	13,075.00	13,457.00
PARKS & RECREATION							
GREATER PALM BAY SENIOR CENTER 1275 CULVER DR., PALM BAY	12,834.00	12,834.00	13,219.00	13,616.00	14,024.00	14,445.00	14,878.00
Ted Whitlock Community Center at Palm Bay Regional Park, 370 Championship Cir. NW, Palm Bay	8,095.00	8,095.00	8,338.00	8,588.00	8,846.00	9,111.00	9,384.00
South Mainland Community Center, 3700 Allen Ave., Mico	8,699.00	8,699.00	8,960.00	9,229.00	9,506.00	9,791.00	10,085.00
Rodes Community Center, 3000 Minton Rd., West Melbourne	8,095.00	8,095.00	8,338.00	8,588.00	8,846.00	9,111.00	9,384.00
Wickham Park Senior Center, 2785 Lelsure Way, Melbourne	8,556.00	8,556.00	8,813.00	9,077.00	9,349.00	9,630.00	9,919.00
Viera Regional Park Comm. Center - 2399 Judge Fran Jamieson Way, Viera	8,095.00	8,095.00	8,338.00	8,588.00	8,846.00	9,111.00	9,384.00
South Beach Community Center, 500 Old Florida Trail, Melbourne Beach	14,436.00	14,436.00	14,869.00	15,315.00	15,775.00	16,248.00	16,735.00
<b>GRAND TOTAL PRICE PER YEAR</b>	\$ 668,135.00	\$ 570,731.00	\$ 588,282.00	\$ 605,928.00	\$ 624,109.00	\$ 642,830.00	\$ 662,112.00
Hourly Labor Rate for Additional Services	119.00	119.00	119.00	122.00	122.00	122.00	122.00
Overtime Rates	178.50	178.50	178.50	183.00	183.00	183.00	183.00

Mechanical and  
BAS  
Technicians

VENDOR NAME Trane US, Inc.  
 ADDRESS 2301 Lucien Way, Suite 430, Maitland, FL 32751  
 AUTHORIZED SIGNATURE   
 TELEPHONE (407) 660-1111 FAX (407) 670-6000 EMAIL Mike.Dillard@Trane.com

## **LEASE**

**THIS LEASE**, made and entered into this 18 day of August, 2015, by and between the **BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as the "County"), and the **WICKHAM PARK SENIOR CENTER ASSOCIATION, INC.**, a Not For Profit Corporation organized under the laws of the State of Florida (hereinafter referred to as the "Lessee").

**WHEREAS**, the Lessee desires to lease a County owned facility which is a part of the County public park known as **Wickham Park Senior Center** and is for the purpose of serving as a senior center (hereinafter referred to as the "Senior Center");

**WHEREAS**, the Lessee has an interest in providing programs and services to the senior population of the County, is well situated to do so, and has previously contracted with the County to provide such services;

**WHEREAS**, the County has an interest in allowing programs and services to be provided to the senior population of the County;

**WHEREAS**, the County has by Resolution, a copy of which is attached hereto as **Exhibit "A"**, determined that these programs and services provided will promote public health, safety or welfare, will serve the public interest, will serve a public purpose, constitute a service that could be provided by local government, and are compatible with the County purposes for which the Senior Center was constructed.

### **W I T N E S S E T H:**

**NOW THEREFORE**, in consideration of the mutual promises and terms and conditions contained herein, the parties hereto hereby agree as follows:

1. **Leased Property.** The County hereby leases to the Lessee and Lessee hereby leases from the County, the Senior Center as presently constituted, commonly known as the **Wickham Park Senior Center, 2785 Leisure Way, Melbourne, Florida 32935** and described in **Exhibit "B"**. The Senior Center includes all improvements to the leased real property, whether constructed before or after the date of the Lease, and all fixtures, furniture, equipment and supplies, if any, placed on the leased property by the County.
2. **Representation by Lessee.** The Lessee represents that it is a Florida Not For Profit organization under the laws of Florida as described in Section 501(c)(3) of the Internal Revenue Code as amended, and is exempt from federal income tax pursuant to Section 501(a) of said Code.
3. **Term.** This Lease shall be effective from the date of the last signature for a period of five (5) years. It is hereby mutually agreed and understood that the Lessee may request renewal of this Lease for an additional five (5) year term by written notice from Lessee at least 60 days prior to the expiration date of this Lease.

4. **Rent.** The rent for the Senior Center shall be Two Hundred Fifty Dollars (\$250.00) per month, due the 5<sup>th</sup> day of each month and payable in advance by the Lessee. It is hereby mutually agreed and understood that the rent may be negotiated annually.
5. **Utilities.** The Lessee shall pay costs of all public utility charges which shall include telephone, electric, gas, water, sanitary sewer, and garbage, as applicable which is provided to the Senior Center by the County, City or any other public agency or public utility.
6. **General Liability Insurance.** Lessee agrees to provide and maintain at all times during the term of this Lease, without cost or expense to the County, policies of insurance generally known as general liability policies insuring the Lessee against any and all claims, demands and causes of action whatsoever for injuries received and damages to property in connection with the use, occupation, management or control of the Senior Center and any improvements thereon. The County shall be added on to the policy as an additional insured. The General Liability Insurance shall be issued by responsible insurance companies and in a form acceptable to the County, protecting and insuring against all the foregoing with combined single limits of not less than One Million dollars (\$1,000,000) for Bodily Injury and Property Damage and Fire Legal Liability in the amount of One Hundred Thousand dollars (\$100,000). All personal property housed or placed at the leased Senior Center shall be at the risk of the Lessee, whether owned by the County or the Lessee, and the County shall not be liable for any loss or damage to the personal property of the Lessee or others located thereon for any cause whatsoever. The Lessee agrees and understands that the County does not and shall not carry liability, theft or fire insurance on said property to cover the Lessee's interest therein.
7. **Insurance Certificates.** Lessee shall provide the County with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the County. Said certificates shall provide that the County is an additional insured, and that County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.
8. **Indemnification.** The Lessee shall indemnify and hold harmless the County and its employees from all claims, damages, losses, and expenses, including attorney's fees, arising out of or associated with the use, occupation, management or control of the Senior Center or any improvements or any furniture, furnishings, equipment and fixtures utilized in connection with the Senior Center by the Lessee unless such claims, damages, expenses, or losses are caused solely by acts of the County, its employees, or other persons not a party to this Lease acting on the County's request. Lessee agrees that it will, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Lessee's use, occupation, management or control of said Senior Center and that it will satisfy, pay and discharge any and all judgments that may be entered against the County in such action or proceeding. Likewise, the County shall indemnify and defend the Lessee and its employees, officers, and agents from all claims, damages, losses, and expenses,

including attorneys fees, caused solely by the County's use, occupation, or management of the Senior Center or any improvements made by the County unless such claims, damages, or losses are caused by the acts of the Lessee, its employees, officers, members or other persons not a party to this Lease acting on/at the Lessee's request. The County agrees that it will, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the Lessee as the sole result of the County's use, occupation or management of said Senior Center and that it will satisfy, pay and discharge any and all judgments that may be entered against the Lessee in such action or proceeding. However, nothing contained herein shall constitute a waiver by the County of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

9. **Obligations of the Lessee.** The Lessee shall keep the interior of the building clean and orderly in accordance with any applicable laws, regulations or ordinances. The County reserves the right to perform, or have performed, periodic inspections of the cleanliness and sanitation conditions of the Senior Center. Lessee shall maintain said property in its present condition, ordinary wear and tear excepted. All improvements and any changes made by Lessee to the interior of building shall be at the cost of the Lessee and subject to prior written approval by the County.

The Lessee, at its cost, shall be responsible for all interior and exterior signage it desires and signs which the Lessee desires in order to advertise its programs, excluding parking signs. However, all signage must comply with Americans with Disabilities regulations and must be preapproved by the County. Such signs must be in compliance with any applicable jurisdiction's code or ordinance.

The Lessee shall have control and responsibility for County owned (presently or subsequently installed) equipment and other depreciable property at the Senior Center as described in Exhibit "C". Such property shall be considered a part and portion of the County's property covered in this Lease. None of the County owned property or equipment, if any is present, is to be sold, loaned, rented, used or moved outside of the Senior Center without the written approval of the Parks and Recreation Department Director or designee.

The Lessee shall promptly notify the County of the necessity of any and all maintenance and repairs needed to the exterior and/or the utility systems for the Senior Center.

All inspections, maintenance, repair monitoring and costs associated with the security systems shall be the responsibility of the Lessee. The Lessee shall pay the expense of fire alarm monitoring. Lessee understands that the Senior Center must be operated in such a fashion to comply with all federal, state and local all codes in order to operate the Senior Center or otherwise carry out the programs and activities authorized by the Lessee in compliance with this lease.

The Lessee agrees to cooperate with the County in all matters pertaining and relating to the operation of the Senior Center. This shall include providing space for public meetings, health and wellness services, and any other County sponsored programs, services, events and meetings, under the condition that the scheduling of such events would not interfere with previously scheduled Lessee events.

10. **Obligations of the County.** The County shall maintain the building's exterior in good condition. Maintenance and repair of the exterior structure includes rodent and termite control, exterior painting and sealing. The County shall be responsible for the cost and provision of ground maintenance around the exterior of the structure, which will include irrigation system maintenance for the lawn. The County shall mow, edge, and fertilize the lawns; weed and mulch landscapes; trim hedges, shrubs, and small trees; remove dead, damaged or unwanted trees; and water the lawns, landscapes and gardens. The County shall be responsible for costs of the water retention area maintenance for the leased Senior Center so that areas meet requirements of federal, state, and local regulations.

The County shall be responsible for maintenance and repair of the sidewalks and parking lot, including parking signs, parking lot light poles including light bulbs, outside seating, and flagpole.

All inspections, maintenance and repair of the fire alarm and fire sprinkler systems, and fire extinguishers, shall be the responsibility of the County.

The County shall be responsible for any needed repair and/or replacement of the HVAC system and plumbing system.

The County shall be responsible for the provision of maintenance, repair, and bear the costs of such, for the electrical distribution system from the load side of the meter can to all outlets. The County shall be responsible for replacement of exterior light bulbs and all ballasts.

11. **Violation of Provisions.** Any violation of these provisions will constitute a breach of the conditions of this Lease and may result in the cancellation of same. The County shall notify the Lessee of any violation of the provisions of this Lease in writing. Such notice shall identify the provision which is being violated and how it is being violated. The Lessee shall then have sixty (60) days within which to fix the violation. It is the intent of this provision for the parties to work together cooperatively towards a positive resolution of all issues. However, if the violation is not fixed or addressed in a reasonable fashion to the County's reasonable satisfaction, the County has the right to issue a notice of termination/cancellation effective immediately at the end of the sixty day period. In the event of cancellation or termination of this Lease, Lessee shall remove its personal property from the Senior Center. Any personal property not removed within ninety (90) days from the effective date of termination of the Lease shall be subject to becoming the property of the County.

12. **Permitted Activities of the Lessee at the Senior Center.** The Senior Center shall be operated to provide well rounded programs and services to the senior population of Brevard County so that one activity does not dominate the availability of use of the Senior Center. The Lessee shall provide a calendar of events on a quarterly basis subject to approval by the County. The Lessee shall strive to develop a variety of diverse programs and services that meet the recreational, physical, financial, health, social, nutritional, and educational needs of all socioeconomic levels of the senior population of the County. The Board of Directors of the Lessee shall not have sole authority to deny such programs and services as stated above to the senior population of the

county with regard to race, color, religious creed, national origin, ancestry, age, gender, marital status, or disability.

The ongoing operation of the Senior Center will be the responsibility of the Board of Directors of the Lessee in coordination with the County. A representative from the County shall serve as a non-voting member on the Board of Directors. When requested, the Lessee shall provide a list to include names, addresses, and phone numbers of the Executive Committee of the Board of Directors of the Lessee, and additionally shall provide notification of any changes to said officers that may occur in the course of the year.

Revenues may be derived by the Lessee from memberships, fund-raising events, donations, special activities, shared revenues obtained from admission to activities sponsored and operated by other senior organizations, some participation from community-based organizations and for occasional use by other age groups. The County shall have the option to rent out the Senior Center during non-dedicated/usage time. The County shall supply notice fourteen (14) days in advance of said usage and direct costs shall apply.

13. **Reverter and Right of Re-Entry and Repossession.** In the event the Senior Center is not used or ceases to be used for the public purposes set forth herein, the Lease shall immediately cease and the Senior Center shall revert to the County which shall thereafter have the right to re-enter and repossess the Senior Center.
14. **ADA Compliance.** The County and Lessee shall conform to current requirements of the Americans with Disabilities Act in the performance of this Lease, and shall not cause or place on the Senior Center any condition causing the Senior Center to become non-compliant. The parties shall work together to cure any known violations of the ADA that may occur.
15. **Hours of Operation.** For normal operations, the Lessee assures that the Senior Center will be open an average of 35 daytime hours per week with the exception of those weeks which include a holiday or in the event of an emergency. During all hours of operation of the Senior Center by the Lessee or during all hours when the Senior Center is utilized for programs or services sanctioned by the Lessee, the Lessee shall be responsible for any and all damage to the Senior Center, ordinary wear and tear excepted. The Lessee shall provide either paid staff or designate members of its organization to supervise use of the Senior Center and to secure the Senior Center following use by the Lessee, or any other groups sanctioned by the Lessee.
16. **Emergency Services.** In the case of a general emergency as declared by the County, the County retains the right to immediately resume occupation, management, and maintenance of the Senior Center, to use the facility to meet any emergency needs for the period of that emergency and a reasonable period of time thereafter as deemed necessary by the County. The Lessee will be provided as much notice as is practicable dependent on how suddenly the need arises and predictability of how long the need will continue. The County shall not be responsible for the damage, loss of property or income created by the use of the Senior Center by agencies which support the emergency response and recovery such as Red Cross, Federal Emergency Management Agency and others. The County and Lessee shall work directly with such support agencies to recover the cost

of restoration, lost equipment, and supplies used. During the period in which the County or other governmental or non-governmental agency occupies or manages the Senior Center, Lessee occupancy and any duties or obligations hereunder will be suspended. Any maintenance, damage, restoration, or repair necessitated during any suspension of the Lessee's occupancy under this Lease will be the responsibility and the expense of the County occupancy under this Lease will be the responsibility and the expense of the County. Repairs, rehabilitation, restoration or maintenance, the need for which arises as a result of such emergency suspension of the Lessee's occupancy, shall all be diligently completed by the County, at the expense of the County prior to the Lessee reoccupying the Senior Center. As used herein, an "emergency" will be defined as a period of civil unrest or riot, a period during which the military needs the Senior Center for a period of time relating directly to defense of the nation and a likely attack of the nation, a period during which weather such as a hurricane or tornado is likely to cause damage to the community and the Senior Center, is needed for public shelter, distribution of emergency supplies such as food or water, or other related event, or any other circumstance designated by the Emergency Operations Center, "E.O.C." as an emergency.

17. **Lessee's Assignment, Sublease or License for Occupation by Other Persons.** Lessee agrees not to assign or sublease the Senior Center, any part thereof, or any right or privilege connected therewith, without first obtaining the County's written consent, which consent the County may withhold in its sole discretion. Consent on one occasion by the County shall not be consent to a subsequent assignment, sublease, or occupation by other persons. Lessee's unauthorized assignment, sublease or license to occupy shall be void, and shall terminate the Lease at the County's option. Lessee's interest in this Lease is not assignable by operation of law, nor is any assignment of its interest herein, without the County's written consent. Nothing herein is intended to prevent the Lessee from entering into short-term use/rental lease with third parties for up to and including three (3) days (no overnight activities); however, even under such circumstances the Lessee shall remain responsible for each and every of its obligations under this Lease. The Lessee shall be responsible for ensuring that all short term use or rental leases shall only be allowed for activities that are consistent with the remainder of the terms of this Lease.
18. **Alterations, Changes and Additions.** No structural changes, alterations or additions shall be made by the Lessee to the Senior Center without the prior written consent of the County. Any such alterations, changes and additions shall remain for the benefit of and become the property of the County.
19. **No Use that Increases Insurance Risk.** The Lessee shall not use the Senior Center in any manner, even in its use for the purposes for which the Senior Center is leased, that will increase the risk covered by insurance on the building where the Senior Center is located, so as to increase the rate of insurance on the Senior Center, or to cause cancellation to any insurance policy covering the building. Lessee further agrees not to keep at the Senior Center, or permit to be kept, used, or sold thereon, anything prohibited by the policy of fire insurance covering the Senior Center. Lessee shall comply, at its own expense, with all requirements of insurers necessary to keep in force the fire and public liability insurance covering the Senior Center.

20. **Licenses, Permits, and Taxes.** Lessee agrees to secure and maintain all licenses and permits required to operate, including any applicable sales or use tax, which shall be imposed or assessed by any and all governmental authorities, in connection with the business or operation conducted under this Lease, and to meet all federal, state, county and municipal laws, ordinances, policies and rules. Any such licenses and permits shall be maintained and posted, if required, at appropriate places at the Senior Center within thirty (30) days of the execution of this lease by both parties. If applicable, a Bingo Class "A" License shall be obtained on an annual basis and a copy shall be provided to the County.
21. **No Waiver of Covenants or Conditions.** The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This Lease cannot be changed or terminated orally.
22. **Successors in Interest.** This Lease and the covenants and conditions hereof apply to and are binding on the heirs, successors, legal representatives, and assigns of the parties.
23. **Severability.** If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
24. **Venue.** Venue for any legal action brought by any party to this Lease to interpret, construe or enforce this Lease shall be in court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.
25. **Attorney's Fees.** In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.
26. **Governing Law.** This Lease shall be deemed to have been executed and entered into within the State of Florida and this Lease, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.
27. **Compliance with Statutes.** It shall be the Lessee's and the County's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, state, and federal agencies as applicable.
28. **Independent Contractor.** Lessee shall perform the services under this Lease as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Lease shall be interpreted or construed to constitute the Lessee or any of its agents or employees to be the agent, employee or representative of the County.
29. **Right to Audit Records.** The Lessee shall prepare an annual financial statement and shall submit same to the Area Manager. In the performance of this Lease, the Lessee shall keep books, records, and accounts of all activities related to this Lease, in compliance with general accounting procedures. Books, records and accounts

related to the performance of this Lease shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the agency for a period of three (3) years after the termination of this Lease. All records or documents created by Lessee or provided to Lessee by the County in connection with the activities or services provided by County under the terms of this Lease, are public records and the Lessee agrees to comply with any request for such public records or documents made in accordance with Chapter 119, Florida Statutes.

30. **Construction of Lease.** The parties hereby acknowledge that they have fully reviewed this Lease and its attachments and have had the opportunity to consult with legal counsel of their choice, and that this Lease shall not be construed against any party as if they were the drafter of this Lease.
31. **Surrender of Premises.** Lessee shall surrender the Senior Center to the County at the end of the Lease term in generally the same condition as when Lessee took possession, allowing for changes and modifications agreed to by the parties over time, reasonable wear and tear, damages by acts of God, including fire and storm. The Lessee shall remove all business signs or symbols placed on the Senior Center by the Lessee before surrendering the Senior Center and restore the portion of the Senior Center on which they were placed in the same condition as before placement. Lessee shall have ninety (90) days notice to surrender.
32. **Partial Destruction of Premises.** Partial destruction of the Senior Center shall not render this Lease void, or terminate it except as herein provided. If the Senior Center is partially destroyed during the term of this Lease, County may endeavor to make repairs, providing the County has the fiscal means to do so, and when such repairs can be made in conformity with local, state, and federal laws and regulations, within ninety (90) days of the partial destruction. If the repairs cannot be so made in ninety (90) days and the County does not elect to make them within a reasonable time, either party hereto has the option to terminate this Lease. If the leased Senior Center is more than one-third destroyed, County or Lessee may at its option terminate this Lease, giving ninety (90) day notice to Lessee.
33. **County's Entry for Inspection and Maintenance.** The County reserves the right to enter the Senior Center at reasonable times to inspect, to perform required maintenance and repair, or to make additions or alteration to any part of the building in which the Senior Center under Lease is located, and Lessee agrees to permit the County to do so. The County may, in connection with such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment without incurring liability to Lessee for disturbance of quiet enjoyment of the Senior Center, or loss of occupation thereof, unless done so in an unreasonable, willful, or negligent manner.
34. **Modifications.** No modification of this Lease shall be binding on the County or the Lessee unless reduced to writing and signed by a duly authorized representative of County and the Lessee.
35. **Notice.** Notice under this Lease shall be given to the County at Brevard County Parks and Recreation: South Area Parks Operations, 1515 Sarno Road, Building A, Melbourne, Florida 32935. Notice shall be given to

Lessee by mailing written notice, postage prepaid to the President of the **Wickham Park Senior Center Association, Inc., 2785 Leisure Way, Melbourne, Florida 32935**. Notice shall be effective upon receipt or five (5) days from mailing, whichever even occurs first.

36. **Unauthorized Alien Workers.** Brevard County will not intentionally award publicly-funded contracts to any Lessee who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider the employment by the Lessee of unauthorized aliens a violation of Section 274A (e) of the INA and such violation shall be grounds for unilateral cancellation of this Lease by the County.
37. **Public Entity Crimes.** A person or affiliate who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
38. **Termination for Convenience.** Either party may terminate this Lease for their own convenience upon providing thirty (30) day written notice to the other party. In the event of a termination for convenience, the parties agree that the only termination damages payable by either party will be prorated rent up to the date of termination.
39. **Illegal, Unlawful, or Improper Use.** The Lessee shall make no unlawful, improper, immoral, or offensive use of the Leased Senior Center nor will the Lessee use the Leased Senior Center or allow the use of the Leased Senior Center for any purpose other than that hereinabove set forth. Failure of Lessee to comply with this provision shall be considered a material default under this Lease.
40. **Copyright.** No reports, data, programs or other materials produced, in whole or in part, for the benefit and use of the County under this Lease shall be subject to copyright by the Lessee in the United States or any other country.
41. **Music Performance.** The Lessee shall not use, play or perform copyrighted music without appropriate licensing or other permission. The Lessee shall be solely responsible for obtaining appropriate licensing or permission to use, play or perform copyrighted music. The use or performance of copyrighted music without appropriate licensing or other permission shall constitute a breach of this Lease. The Lessee agrees to indemnify and hold harmless the County from damages for unauthorized use or performance of copyrighted music.

~~indemnify and hold harmless the County from damages for unauthorized use or performance of copyrighted music.~~ MR

42. **Entire Lease.** This Lease, together with any Exhibits, constitutes the entire Lease between the County and Lessee and supersedes all prior written or oral understandings. This Lease and any Exhibits may only be amended, supplemented or canceled by a written instrument duly executed by both parties hereto. As of the Effective Date of this Lease, all authority, permission, and right, express or implied, heretofore granted or inferred to be granted by the County to Lessee to operate a Senior Center shall be terminated, and Lessee shall cease operating any Senior Center other than as permitted by this Lease.

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

ATTEST:

  
\_\_\_\_\_  
Scott Ellis, Clerk of Court

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

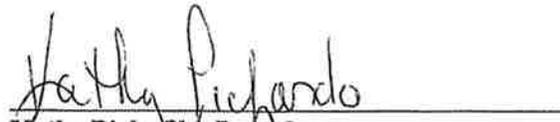
  
\_\_\_\_\_  
Robin Fisher, Chairman

As approved by the Board on 8/18/2015.

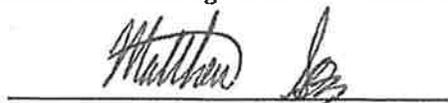
WITNESS:

  
\_\_\_\_\_  
James J. Rubio

WICKHAM PARK SENIOR CENTER  
ASSOCIATION, INC.

  
\_\_\_\_\_  
Kathy Pichardo, President

Reviewed for Legal Form and Content

  
\_\_\_\_\_  
Assistant County Attorney

RESOLUTION NO. 2015-129

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, PURSUANT TO SECTION 125.35, FLORIDA STATUTES AND SECTION 2-247 BREVARD COUNTY CODE OF ORDINANCES, AUTHORIZING THE LEASING OF REAL PROPERTY TO A NOT FOR PROFIT CORPORATION ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the WICKHAM PARK SENIOR CENTER ASSOCIATION, INC., a 501(c)(3) tax exempt Not For Profit Corporation organized under the laws of the State of Florida (hereinafter referred to as "Lessee") has applied to the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "County") to lease a County owned facility which is a part of the County public park known as the Wickham Park Senior Center (hereinafter referred to as the "Senior Center");

WHEREAS, the Lessee desires to operate and maintain the Senior Center for the benefit and enjoyment of the senior population of Brevard County; and

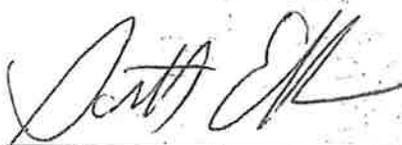
WHEREAS, the County finds that the Lessee's proposed use of the Senior Center will promote public health, safety or welfare, will serve the public interest, will serve a public purpose, constitutes a service that could be provided by the local government, and is compatible with the County purposes for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

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

1. The Wickham Park Senior Center is a County owned facility and was constructed for the purpose of being used as a public senior center.
2. The County has determined that the Wickham Park Senior Center is not needed by the County.
3. The Lessee shall operate and maintain the Senior Center for the benefit and enjoyment of the senior population of Brevard County.
4. The Lessee shall strive to develop a variety of diverse programs and services that meet the recreational, physical, financial, health, social, nutritional, and educational needs of all socioeconomic levels of the senior population of the County.
5. The County shall enter into a lease with the Lessee beginning on the date of the last signature on the Lease Agreement for a term of five (5) years with the option to renew for an additional five (5) year term.
6. The consideration for the conveyance shall be \$250.00 per month.
7. This Resolution shall take effect immediately upon its adoption. No obligation to Lease the Senior Center to the Lessee shall arise until the Lease is executed by both parties.
8. In the event the Lessee fails to comply with the Lease, then the Senior Center shall immediately revert to the County which shall thereafter have the right to reenter and repossess the property.

**DONE, ORDERED AND ADOPTED** this 18<sup>th</sup> day of August, 2015.

ATTEST:



Scott Ellis, Clerk

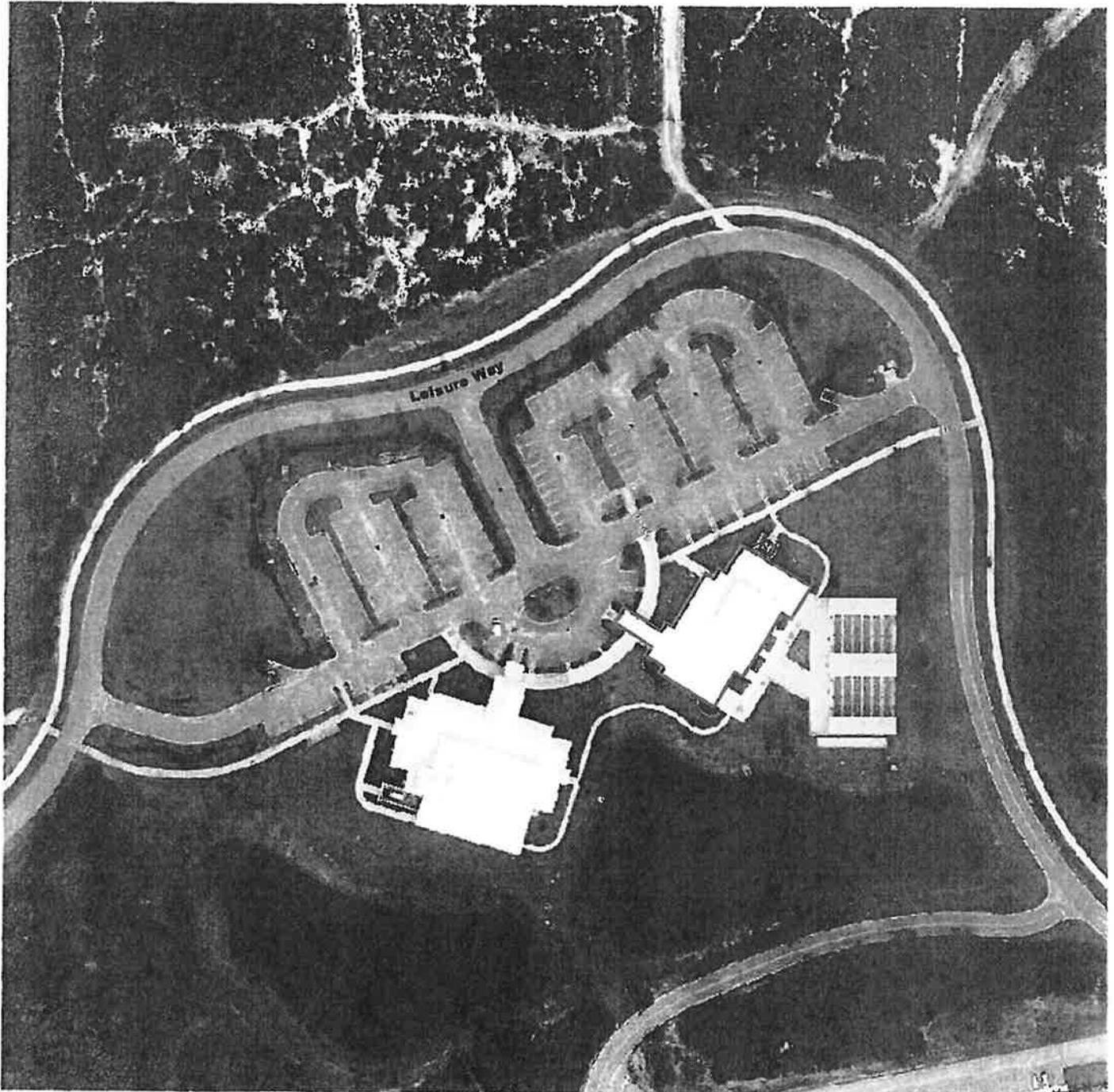
BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA



Robin Fisher, Chairman

As approved by the Board on 8/18/2015.

**EXHIBIT "B"**  
**Wickham Park Senior Center**  
2785 Leisure Way  
Melbourne, FL 32935



2015 Aerial

**Brevard County Parks and Recreation**

100 50 0 100 Feet

**2725 Judge Fran Jamieson Way**  
**Viera, FL 32940**



427

DISCLAIMER: This map is intended for display purposes only and is not intended for any legal representation.

**Exhibit "C"**

1. **AED located in the Main Hallway**
2. **Ice Machine located in the Kitchen**
3. **Portable Stage located in the Storage Closet**
4. **Sound System located in the Multi-Purpose Room**