

RESOLUTION NO. 2024-_____

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

WHEREAS, the Board of County Commissioners of Brevard County, Florida, hereinafter referred to as the "County", wishes to lease office space located at the Brevard County Government Center Viera, to Mike Haridopolos, Congressman-elect for Florida's 8th Congressional District; and

WHEREAS, the County has available space within the Brevard County Government Center Viera which is not needed for County purposes and, if such space is leased to Mike Haridopolos, will be used in a manner that is consistent with County purposes; and

WHEREAS, the use of the office space by Mike Haridopolos, to serve constituents of Brevard County serves the public interest; will serve a public purpose; is in the best interest of the County.

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

1. Congressman-elect Mike Haridopolos has expressed the desire to have office space for the District 8 Congressional Office, located at the Brevard County Government Center Viera, to serve and facilitate communications with his constituents and local government entities located within Brevard County, Florida.
2. The County shall enter into a lease agreement with Mike Haridopolos.
3. The lease payment for such lease shall be one dollar (\$1.00) per year.
4. The term of the lease shall be two (2) years, beginning January 3, 2025, and continue to January 2, 2027.
5. The space for lease to Mike Haridopolos is 2,200 square feet of office space located on the second floor of Building "C" at the Brevard County Government Center Viera, 2725 Judge Fran Jamieson Way, Viera, Florida 32940.
6. The property shall be used as Congressional office space. In the event the property is not used or ceases to be used for the stated purpose, the lease shall immediately cease.
7. Effective Date. This Resolution shall take effect upon approval by the Board of County Commissioners.

DONE, ORDERED, and ADOPTED, in Regular Session, this 17th day of December, 2024.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

Rachel Sadoff, Clerk

Rob Feltner, Chairman

As approved by the Board on 12/17/2024

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into by and between BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "County", and MIKE HARIDOPOLOS, Congressman-elect for Florida's 8th Congressional District, hereinafter referred to as "Mike Haridopolos".

WITNESSETH

WHEREAS, Mike Haridopolos desires to lease approximately 2,200 square feet of office space at the Brevard County Government Center Viera, Building "C", 2nd Floor, Viera, Florida, for the continued use as the 8th District Congressional Office; and

WHEREAS, the proposed use of this space will serve a public purpose, is in the best interest of the County, and will serve the public interest; and

WHEREAS, the office space is not likely to be needed for County purposes and, if such space is leased to Mike Haridopolos, will be used in a manner compatible with County purposes.

NOW, THEREFORE, in consideration of the covenants and premises contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and Mike Haridopolos agree as follows:

1. Recitals. The above recitals are incorporated herein by this reference.
2. The term of this Lease Agreement shall commence on January 3, 2025, and continue through January 02, 2027. Either party may terminate this Agreement earlier by providing written notice to the other party ninety (90) days in advance of such termination date.
3. The premises leased pursuant to this Lease Agreement are described as follows: approximately 2,200 square feet of office space at the Brevard County Government Center Viera, Building "C", 2nd Floor, Viera, Florida.
4. The annual rent for this space shall be one dollar (\$1.00).
5. In the event the property is not used or ceases to be used for the stated purpose, the lease term shall immediately cease, and the County shall have the right to re-enter and repossess the property.
6. Nothing herein is intended to serve as a waiver of sovereign immunity by the County to the extent sovereign immunity may apply, or as a waiver of any of the provisions/limitations on payment of claims/judgments as set forth in Section 768.28, Florida Statutes.
7. Nothing herein shall be construed as consent by either Party hereto to be sued by a third party in any matter arising out of this Lease Agreement.
8. The District Office Lease Attachment, which is attached hereto, is hereby made a part of and incorporated into this Lease Agreement.
9. Execution Date: The date of the last party's signature below is the Lease's execution date.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized representatives in counterparts, all of which when taken together shall constitute one and the same Lease.

ATTEST:

BREVARD COUNTY, FLORIDA

Rachel Sadoff, Clerk

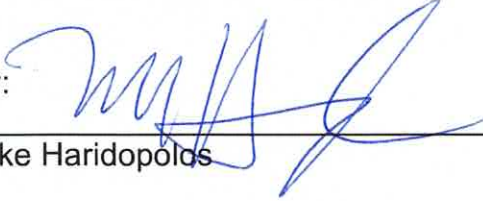
By: _____
Rob Feltner, Chairman
As approved by the Board on 12/17/2024

WITNESS

MIKE HARIDOPOLOS



Hannah Frahe
12/9/24

By: 

Mike Haridopoulos
Date: 12/9/24

District Office Lease Attachment - Instructions

The District Office Lease Attachment (“Attachment”) must accompany *every* Lease or Amendment submitted for a Member/Member-elect’s District Office.

THE OFFICE OF ADMINISTRATIVE COUNSEL MUST APPROVE ANY LEASE, AMENDMENT, OR ATTACHMENT PRIOR TO SIGNATURE.

The term of a District Office Lease or Amendment for the 119th Congress may not commence prior to January 3, 2025.

A Member/Member-elect should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 119th Congress, leases should end on January 2, 2027, not December 31, 2026.

- The Member/Member-elect is required to personally sign lease documents.
- The Lessor must complete the amenities checklist in Section A (“Lease Amenities”), including both the “required amenities” and “optional amenities” portions.
- Section B (“Additional Lease Terms”) of the Attachment SHALL NOT have any provisions deleted or changed.
- Prior to either party signing a Lease or an Amendment, the Member/Member-elect must submit the proposed Lease or Amendment, accompanied by the Attachment, to the Office of Administrative Counsel (“Administrative Counsel”) via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for review and approval.
- If approved, Administrative Counsel will advise the parties that they can execute the lease documents. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-elect. The Member/Member-elect will work with the lessor to incorporate all necessary edits to the lease documents. The parties must resubmit revised lease documents to Administrative Counsel until Administrative Counsel approves the lease documentation packet.
- After both parties have executed an approved Lease or the Amendment, accompanied by the Attachment, a copy must be submitted to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for final countersignature and processing.
- Lessor must complete a U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form to allow the House Office of Finance to initiate monthly rental payments pursuant to an approved lease. This form should be submitted along with the completed lease packet. Questions regarding the form should be directed to the Office of Finance (VendorEFT@mail.house.gov; 202-226-2277).
- Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov).

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SECTION A
(Lease Amenities)

Section A sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Lessor (required amenities):

* **High-Speed Internet Available Within the Leased Space.**

Please list any internet providers known to provide service to the property:

Florida High Speed

* **Interior Wiring CAT 5e or Better within Leased Space.**

To be completed by the Lessor (optional amenities):

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

The Lease includes (please check and complete all that apply):

Lockable Space for Networking Equipment.

Telephone Service Available.

Parking. _____ Assigned Parking Spaces

_____ Unassigned Parking Spaces

General Off-Street Parking on an As-Available Basis

Utilities. Includes: Water, Electricity

Janitorial Services. Frequency: Weekly

Trash Removal. Frequency: Daily

Carpet Cleaning. Frequency: Annually

Window Washing. Window Treatments.

Tenant Alterations Included In Rental Rate.

After Hours Building Access.

Office Furnishings. Includes: _____

Cable TV Accessible. If checked, Included in Rental Rate: Yes No

Building Manager. Onsite On Call Contact Name: Dale "Skip" Bell

Phone Number: (321) 633-2050 Email Address: skip.bell@brevardfl.gov

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SECTION B **(Additional Lease Terms)**

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“Attachment”) is incorporated into and made part of the Lease (“Lease”) and, if applicable, District Office Lease Amendment (“Amendment”) to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the “House”) nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the “CAO”) to Lessor to satisfy Lessee’s rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance, U.S. House of Representatives, at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days’ prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee’s successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice

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shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-elect before taking office. Should the Member-elect not take office to serve as a Member of the 119th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at FCLeasePayments@mail.house.gov, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with Administrative Counsel by e-mail at leases@mail.house.gov. Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall also promptly file a copy of any such notice via e-mail with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at FCLeasePayments@mail.house.gov, and with Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to Administrative Counsel by e-mail at leases@mail.house.gov.
15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating

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systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

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- 28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
- 29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

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

Brevard County, Florida
Print Name of Lessor/Landlord

Mike Haridopolos
Print Name of Lessee

By: _____
Lessor Signature


Lessee Signature

Title: Rob Feltner, Chairman

December 17, 2024
Date

12/9/24
Date

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

Name Hannah Fraher Phone 813-892-1055 E-mail hannah.fraher @mail.house.gov

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

Signed _____ Date _____
(Administrative Counsel)