



Meeting Date
1-26-2016

AGENDA	
Section	Unf. Business
Item No.	V.A.

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	<p>Resolution, Interlocal Agreement, and County Deeds re: Conveyance of Palm Bay Regional Park and the Greater Palm Bay Senior Center to the City of Palm Bay and Re: Second Amendment to Palm Bay Aquatic Center – Districts 3 & 5</p> <p>Fiscal Impact:</p> <ul style="list-style-type: none"> • Year 1 - Payment to City of Palm Bay of \$502,235. Annual savings of \$138,381. • Year 2 - Payment to City of Palm Bay of \$753,353. Annual savings of \$207,576. • Year 3 - Payment to City of Palm Bay of \$566,796. Annual savings of \$394,133. • Year 4 - Payment to City of Palm Bay of \$566,796. Annual savings of \$394,133. • Year 5 - Payment to City of Palm Bay of \$566,796. Annual savings of \$394,133. • No payments are scheduled after the initial five (5) year term of this Interlocal Agreement. <p>Fiscal Impact of \$1,528,356 in direct savings plus additional savings from capital expense avoidance over the five (5) year term of this Interlocal Agreement. Thereafter, an annual savings of \$960,929 in direct costs plus capital expense avoidance will be realized.</p>
DEPT/OFFICE:	Community Services Group / Parks and Recreation Department

Requested Action:

It is requested the Board approve the Resolution, Interlocal Agreement, and Deeds for the conveyance of Palm Bay Regional Park and the Greater Palm Bay Senior Center to the City of Palm Bay; approve the Second Amendment to the Agreement for the Palm Bay Aquatic Center and authorize the Chair to execute such documents. It is further requested the Chair be authorized to execute all budgetary documents needed to effectuate the terms of these agreements.

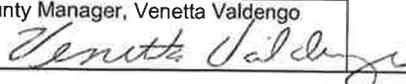
Summary Explanation & Background:

Brevard County staff and City of Palm Bay Parks and Recreation representatives have held numerous meetings to discuss and negotiate contractual language to facilitate a seamless transition, contingent upon both Board and City Council approval, for the conveyance of Palm Bay Regional Park and the Greater Palm Bay Senior Center. Property for the 200 acre Palm Bay Regional Park was conveyed to Brevard County by the City of Palm Bay in 1990. Initially developed through various grant sources, the majority of the current improvements in the Park were constructed through funding from the 2000 and 2006 voter approved Parks Referendums. The Greater Palm Bay Senior Center property (6.11 acres) was acquired by Brevard County in 1972. The Senior Center was constructed in 1989 and is leased to and operated by Greater South Brevard Senior Citizen Center, Inc., a not for profit organization. The City of Palm Bay has indicated that it will continue to lease the Senior Center to the Greater South Brevard Senior Citizen Center, Inc.

The Palm Bay Aquatic Center was constructed on the campus of Eastern Florida State College in Palm Bay with a four (4) agency partnership by the College, the City of Palm Bay, the School Board of Brevard County and the Board of County Commissioners. The 2000 voter approved Parks Referendum was the funding source of the County's financial participation. Approval of the Second Amendment removes the Board of County Commissioners from this agreement and will require the execution of the three (3) remaining agencies at their subsequent public meetings for the execution of a new, three (3) agency agreement. Eastern Florida State College is the owner of the Palm Bay Aquatic Center, however; the City of Palm Bay shall assume the County's obligation to operate and maintain the Aquatic Center. This final agreement (second amendment to the Agreement) may be revised by the remaining three (3) agencies but no additional duties and responsibilities shall be assumed by the Board of County Commissioners outside of those herein provided by the agreement.

Clerk to the Board Instructions:

Exhibits Attached: Resolution, Interlocal Agreement, Deed, Map

Contract /Agreement (If attached):		Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR <input type="checkbox"/>
County Manager	Assistant County Manager, Frank Abbate		Jack Masson, Parks & Recreation Department Director		633-2046; jack.masson@brevardparks.com		
Stockton Whitten, County Manager	Assistant County Manager, Venetta Valdengo						

AGENDA REPORT

SUBJECT: Resolution, Interlocal Agreement, and County Deeds; Second Amendment to Agreement: Re: Conveyance of Palm Bay Regional Park and the Greater Palm Bay Senior Center to the City of Palm Bay – District 5

There are 18 positions (15 ½ FTE) currently employed by Brevard County at Palm Bay Regional Park and the Palm Bay Aquatic Center. These employees will be given the opportunity to apply and interview for employment with the City of Palm Bay. If any of the employees are not selected or prefer to continue employment with Brevard County, all available measures will be taken to ensure continuation of employment with Brevard County.

In regular session on January 12, 2016, the Board of County Commissioners directed staff to include in the Interlocal Agreement that the City shall provide business plans and the plans should explain how the City shall, at a minimum, provide the same level of service currently provided by the County. Additionally, all equipment and funds paid by the County to the City shall be used solely for the operation and maintenance of Palm Bay Regional Park, Palm Bay Aquatic Center and the Greater Palm Bay Senior Center. Further, the County shall have the right to inspect, audit, and examine all costs and expenses maintained by the City related to the above mentioned facilities. Finally, the City shall provide financial reports to the County, with each payment made to the City over the 5 year period, detailing the expenditures made by the City for the continued operation and maintenance of the facilities aforementioned.

Adoption of this Resolution declares the property is not needed for County purposes at this time and states the desire to enter into an Interlocal Agreement with the City of Palm Bay for the purposes of promoting public welfare, serving the public interest, and serving a public purpose. The Interlocal Agreement provides the terms between the City and County; the City will own the Park and Senior Center to use, operate, maintain, and improve for recreational use and public related activities; use of the park and Senior Center to be available to all residents and visitors with no differential in fees; reverter clause to the County if the City ceases to use the Park and Senior Center for public recreational; use and public related activities.

This request is consistent with our goal of conveying selected County owned parks within municipalities with no loss of service to the residents and visitors. In addition, this action allows the cities to manage parks within their jurisdiction.

Brevard County Code of Ordinances, Chapter 2, Section 2-241 through 2-251, establishes procedures for the sale, leasing and donation of real property. It requires the intent and County Code to be published on the County Internet and Website at least five (5) days prior to a public meeting and also requires a **super majority** vote by the Board. The posting requirement was successfully completed on January 5, 2016.



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

January 27, 2016

MEMORANDUM

TO: Jack Masson, Parks and Recreation Director

RE: Item V.A., Resolution, Interlocal Agreement, and County Deed with City of Palm Bay for Conveyance of Palm Bay Regional Park and Greater Palm Bay Senior Center; and Second Amendment to Agreement for Palm Bay Aquatic Center

The Board of County Commissioners, in regular session on January 26, 2016, adopted Resolution No. 16-006; authorized the Chairman to execute the Interlocal Agreement and County Deed with the City of Palm Bay for the conveyance of the Palm Bay Regional Park and the Greater Palm Bay Senior Center to the City of Palm Bay; approved the Second Amendment to Agreement for the Palm Bay Aquatic Center; and authorized the Chairman to execute all budgetary documents needed to effectuate the terms of the Agreements. Enclosed are fully-executed Resolution, an executed Interlocal Agreement, an executed Deed, and an executed Second Amendment to Agreement for your action.

Upon execution by the City of Palm Bay and Eastern Florida State College, please return fully-executed copies of Resolution, Interlocal Agreement, Deed, and Second Amendment to Agreement for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/ds

Encls. (4)

cc: Asset Management
Contracts Administrations
Finance
Budget

RESOLUTION NO. 2016-006

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, PURSUANT TO SECTION 125.38, FLORIDA STATUTES, AUTHORIZING THE TRANSFER OF REAL PROPERTY INTEREST IN COUNTY PROPERTY TO A MUNICIPAL CORPORATION; PROVIDING FOR CONDITIONS UPON TRANSFER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Brevard County, Florida (hereinafter referred to as "County") is the owner of certain real property commonly referred to as Palm Bay Regional Park and the Greater Palm Bay Senior Center (hereinafter referred to as "Properties"); and

WHEREAS, the County wishes to convey ownership of the Properties to the City of Palm Bay, a municipality incorporated under the Laws of Florida (hereinafter referred to as "City"); and

WHEREAS, the City desires to use, operate, maintain, and improve the Properties to provide public recreational use and public related activities; and

WHEREAS, the County finds that the City's proposed use of the Properties is in the best interest of the County, will serve the public interest, will serve a public purpose and that the Properties are not needed for County purposes.

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

1. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.
2. The County will enter into an Interlocal Agreement, attached and incorporated herein as **Exhibit A**, with the City whereby the County agrees to convey certain Property to the City, subject to specified conditions.
3. The County has determined that the Properties are not needed by the County.
4. The purchase terms and conditions are outlined in the Interlocal Agreement attached herein as **Exhibit A**.
5. This Resolution shall take effect immediately upon its adoption. No obligation to transfer the Property to the City shall arise unless and until the Interlocal Agreement cited in Paragraph 2 is executed by both parties and the conditions of the Interlocal Agreement, relating to the conveyance, have been met.
6. In the event the City fails to comply with the Interlocal Agreement, then title shall revert to the County which shall thereafter have the right to reenter and repossess the property.

DONE, ORDERED AND ADOPTED this 26th day of January, 2016.

ATTEST:

By: 
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: 
Jim Barfield, Chairman
As approved by the Board on January 26, 2016

PREPARED BY AND RETURN TO:
CITY OF PALM BAY
TERESE JONES, CITY CLERK
120 MALABAR ROAD S.E.
PALM BAY, FLORIDA 32907

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") entered into this 26 day of JANUARY, 2016, by and between BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "County," and CITY OF PALM BAY, a municipality incorporated under the Laws of Florida, hereinafter referred to as the "City."

RECITALS:

WHEREAS, the County owns the Greater Palm Bay Senior Center located at 1275 Culver Drive N.E., Palm Bay, Florida 32907 (the "Senior Center"), and the County owns the Palm Bay Regional Park located at 1951 Malabar Road NW, Palm Bay, Florida 32907 (the "Regional Park"). The Senior Center and the Regional Park are hereinafter collectively referred to as the "Property" and are more fully described in **Exhibit "A"** hereto;

WHEREAS, the City desires to obtain ownership and control of the Property and to use, operate, maintain, and improve the Property in order to provide public recreational use and public related activities; and

WHEREAS, the County has, by Resolution, determined that conveyance of the Property to the City will serve the public interest of the citizens of Brevard County; and

WHEREAS, the County has agreed to provide funding to the City, as further described in this Agreement, at an agreed upon level for a term of five (5) years from the Effective Date hereof for the continued operation and maintenance of the Property and the Palm Bay Aquatic Center; and

WHEREAS, the City will provide the same or a better level of service at the Property and Aquatic Center; and

WHEREAS, on or before February 29, 2016, and in accordance with the Payment Schedule as defined in this Agreement, the City shall receive the first payment from the County in the amount of \$502,235.00, which is prorated based on the remaining months of the 2015/2016 County fiscal year; and

WHEREAS, the agreement perpetually assigning to the City the duty to operate, maintain, schedule, and supervise the Palm Bay Aquatic Center is attached and incorporated herein as **Exhibit "B"**; and

WHEREAS, the City has provided to the County a business plan outlining the City's operation and maintenance plans for the Property and Aquatic Center, how such plans are to be enacted, and how the City shall, at a minimum, provide the same level of services at the Property and Aquatic Center as the County is providing, said business plan is incorporated herein by reference;

NOW, THEREFORE, in consideration the covenants herein contained, it is mutually agreed between the County and the City as follows:

1. RECITALS. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.

2. CONVEYANCE OF PROPERTY. The County agrees to convey by County deed the Property described in **Exhibit "A"** to the City for purposes of operating and maintaining public recreational use and public related activities. The conveyance shall be subject to and strictly in accordance with the terms and conditions set forth herein. The County also agrees to convey the equipment described in **Exhibit "C"** for purposes of operating and maintaining public recreational use and public related activities. This equipment shall be conveyed to the City "as is."

3. RESTRICTED USE. The County hereby agrees to convey the Property to the City, as described above, under the following terms conditions:

a. The Property shall be used solely for public recreational use and public related activities. In event the Property is not used or ceases to be used for the stated purposes, then all right, title and interest of the Property shall revert to the County which shall thereafter have the right to reenter and repossess the Property.

b. The City shall operate and maintain the Property for the enjoyment of the residents and visitors of Brevard County. The City agrees to make use of the Property available to all County residents and visitors with no differential in fees.

c. The County deed conveying the County-owned parcels to the City shall contain a restrictive covenant running with the land prohibiting any use other than for public recreational use and public related activities, and associated uses improvements directly related thereto, including the requirement of uniform user fees.

d. For each calendar year that County is paying to City funds to operate and maintain the Property and Aquatic Center, the equipment described in Exhibit "C" shall only be used in the operation and maintenance of the Property and Aquatic Center. In the event that the Property reverts to the County within a calendar year that the County is paying the City for the operation and maintenance of the Property and Aquatic Center, then the City shall cause the equipment described in Exhibit "C" to be reconveyed to the County.

4. ILLEGAL, UNLAWFUL, OR IMPROPER USE. The City shall make no unlawful, improper, immoral or offensive use of the subject Property, nor will the City use the subject Property or allow the use of the Property for any purpose other than herein above set forth. Failure of the City to comply with this provision shall be considered a material default under this Agreement and the Property shall revert back to the County.

5. COUNTY BONDS. The City acknowledges and agrees that the County has issued, and there remains outstanding, certain debt obligations (the "Bonds"), the interest income of which is exempt from federal income tax and the proceeds of which were used to finance certain costs of the Regional Park. The City covenants and agrees to comply with all applicable Internal Revenue Code provisions, Income Tax Regulations and other federal tax policies, procedures and rules with respect to the use and operation of the Regional Park in order to maintain the tax-exempt status of the Bonds. Without limiting the generality of the foregoing, so long as the Bonds are outstanding, the City shall not enter into any lease, management agreement, service contract or other similar instrument with respect to the operations or use of the Regional Park nor will it sell or otherwise transfer any ownership interest in the Regional Park without the prior written consent of the County. To the extent that the Internal Revenue Service or other federal agency audits or examines the Bonds, the City shall indemnify the County for all fees, costs and expenses the County may incur with respect to such audit, including but not limited to, staff time and attorneys' fees and costs. If as a result of an audit or examination of the Bonds, it is determined that the interest income from the Bonds is subject to federal income tax or if a settlement is entered into with respect to any audit of the Bonds, the City will be responsible for all amounts due and payable with respect thereto, including but not limited to, taxes, additional interest cost, penalties and any other costs required to be paid in connection therewith.

6. CONSIDERATION. For consideration of the conveyance of the Property, the City hereby agrees to pay to the County the amount of Ten Dollars (\$10.00). The check shall be made payable to the Board of County Commissioners and mailed to Brevard County Parks & Recreation Department, 2725 Judge Fran Jamieson Way, Viera, FL 32940.

7. ASSUMPTION OF ONGOING MAINTENANCE AND OPERATIONS. In consideration of the City's agreement to maintain and operate the Senior Center, Regional Park, and Palm Bay Aquatic Center, the County shall pay to the City the gross amount of \$2,955,976.00 in accordance with the following payment schedule (the "Payment Schedule"):

On or before February 29, 2016, the City shall receive payment from the County in the amount of \$502,235.00.

On or before October 31, 2016, the City shall receive payment from the County in the amount of \$313,897.00.

On or before March 31, 2017, the City shall receive payment from the County in the amount of \$439,456.00.

On or before October 31, 2017, the City shall receive payment from the County in the amount of \$236,165.00.

On or before March 31, 2018, the City shall receive payment from the County in the amount of \$330,631.00.

On or before October 31, 2018, the City shall receive payment from the

County in the amount of \$236,165.00.

On or before March 31, 2019, the City shall receive payment from the County in the amount of \$330,631.00.

On or before October 31, 2019, the City shall receive payment from the County in the amount of \$236,165.00.

On or before March 31, 2020, the City shall receive payment from the County in the amount of \$330,631.00.

8. **USE OF FUNDS.** As provided for herein, all funds paid by the County to the City to maintain and operate the Senior Center, Regional Park, and Palm Bay Aquatic Center shall be used solely for the operation and maintenance of said facilities.

9. **RIGHT OF ENTRY BY COUNTY.** The County or its agents may, at any reasonable time, enter onto the subject Property for the purpose of inspection of same or for performing such other duties as are required by the terms of this Agreement, or the rules, regulations, ordinances or laws of any governmental body. The right to enter onto the Property confers to the County the right to enter any premises on the Property for the purposes of inspection under this section. The County agrees to be responsible for the installation of replacement HVAC system components, as recommended by Brevard County's consultants, and has the right to enter the Senior Center to perform such work. The County shall coordinate any required work with the City. Once installation is complete, the City assumes all liability and maintenance of the system.

10. **CLOSING COSTS.** The Parties agree to exchange a properly executed county deed, in substantially the same form as the document attached as **Exhibit "D"**, within ten (10) days of the approval by their respective governing bodies of this Agreement. The cost of recording the county deed any other normal customary closing costs shall be paid by City.

11. **DEFAULT.** The City understands and agrees that this Agreement is made upon the express condition that should the City abandon or vacate the subject Property or fail and neglect to perform or observe any of the applicable covenants contained herein, this Agreement shall, at the option of the County, become null and void upon fifteen (15) days' written notice to the City, and the Property shall revert back to County.

12. **ATTORNEYS' 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.

13. **GOVERNING LAW.** This Agreement shall be deemed to have been executed and entered into within the State of Florida and this Agreement, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

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

15. MODIFICATION. No modification of this Agreement shall be binding on the County or the City unless reduced to writing and signed by a duly authorized representative of County and the City.

16. ENTIRETY CLAUSE. This Agreement embodies entire Agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

17. SEVERABILITY. If any provision of this Agreement 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.

18. AUDIT.

a. The County shall have the right to inspect, audit, examine and copy, or to engage an independent certified public accounting firm, at any time, and from time to time, during normal business hours, all files, books, records, costs and expenses maintained by the City related to Property and the Aquatic Center. The City shall cooperate with the County and/or its independent certified public accountant in their performance of the audit.

b. For each calendar year that the County is paying to the City funds to operate and maintain the Property and Aquatic Center, the City shall provide financial reports to the County detailing the expenditure of the funds which have been provided by the County to the City for the continued operation and maintenance of the Property and Aquatic Center, said financial reports are herein after referred to individually as a, "Financial Report". A Financial Report shall be delivered to the County no later than the thirtieth (30th) day after each payment of funds to the City.

19. NOTICE. Notice under this Agreement shall be given to the County by mailing written notice, postage prepaid, to the Brevard County Office of the County Manager, 2725 Judge Fran Jamieson Way, Viera, Florida 32940, and notice shall be given to the City by mailing written notice, postage prepaid to the Office of the City Manager, City of Palm Bay, 120 Malabar Road S.E., Palm Bay, Florida 32907.

20. EFFECTIVE DATE. As used herein, the term "Effective Date" shall mean the date on which the last of parties hereto executes this Agreement and when it is recorded in Public Records of Brevard County, Florida, as required by Section 163.01(11), Florida Statutes.

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

ATTEST:



SCOTT ELLIS, CLERK

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 

Jim Barfield, Chair

As approved by the Board on JAN. 26, 2016

Reviewed for legal form and content:

CITY ATTORNEY

ATTEST:

CITY OF PALM BAY, FLORIDA, a
Florida municipal corporation

Terese Jones, City Clerk

By: _____
William Capote, Mayor

As approved by the Council on _____, 2016

Reviewed for legal form and content:



ASSISTANT COUNTY ATTY



Operations Plan

**Palm Bay Regional Park
Palm Bay Aquatics Center
Greater Palm Bay Senior Center**

January 2016



Operations Plan

Palm Bay Regional Park, Palm Bay Aquatics Center, Greater Palm Bay Senior Center

<u>Title</u>	<u>Page</u>
Summary and Background for Operations Plan	1
Executive Summary	1
Mission Statement	1
Department Information	2
Growth Highlights	2
Services	2
Summary of Future Plans	3
Market Analysis	3
Our Target Market	3
Organization & Management	4
Organizational Structure	4
Key Employee Information Summary	4
Funding Request	5
Financial Projections	6
Historical Financial Data	6
Prospective Financial Data	6
Appendix A - Resumes	
Appendix B – Agenda Report, Brevard County Board of County Commissioners	

Summary and Background for Operations Plan

Brevard County staff and City of Palm Bay Parks and Recreation representatives held numerous meetings to discuss and negotiate contractual language to facilitate a seamless transition, contingent upon both The Brevard County Board of County Commissioners and City Council approval, for the conveyance of Palm Bay Regional Park and the Greater Palm Bay Senior Center. Property for the 200 acre Palm Bay Regional Park was conveyed to Brevard County by the City of Palm Bay in 1990. Initially developed through various grant sources, the majority of the current improvements in the Park were constructed through funding from the 2000 and 2006 voter approved Parks Referendums.

The Greater Palm Bay Senior Center property (6.11 acres) was acquired by Brevard County in 1972. The Senior Center was constructed in 1989 and is leased to and operated by Greater South Brevard Senior Citizen Center, Inc., a not for profit organization. The City of Palm Bay has indicated that it will continue to lease the Senior Center to the Greater South Brevard Senior Citizen Center, Inc.

The Palm Bay Aquatic Center was constructed on the campus of Eastern Florida State College in Palm Bay with a four (4) agency partnership by the College, the City of Palm Bay, the School Board of Brevard County and the Board of County Commissioners. The 2000 voter approved Parks Referendum was the funding source of the County's financial participation. Approval of the Second Amendment removes the Board of County Commissioners from this agreement and will require the execution of the three (3) remaining agencies at their subsequent public meetings for the execution of a new, three (3) agency agreement. Eastern Florida State College is the owner of the Palm Bay Aquatic Center, however; the City of Palm Bay shall assume the County's obligation to operate and maintain the Aquatic Center. This final agreement (second amendment to the Agreement) may be revised by the remaining three (3) agencies but no additional duties and responsibilities shall be assumed by the Board of County Commissioners outside of those herein provided by the agreement.

The following information is provided for the City of Palm Bay Parks and Recreation Department, and includes evidence to the ability of the City / Department to operate said facilities through experience and fiscal responsibility.

Executive Summary

Mission

It is our mission "To provide parks and recreation facilities which provide places for the residents of the community to learn, play, and to preserve the natural resources and beauty of the City of Palm Bay".

Department Information

With 46 employees, Palm Bay Parks and Recreation is a Nationally Accredited Parks Department in a field of over 5000 agencies.

The Parks and Recreation Department is responsible for organizing and running civic and cultural events throughout the year, including: Palm Bay Play Day, Food Truck Wars, Palm Bay Independence Day Celebration, Fall Fest and The Health First Palm Bay Hospital Holiday Light Parade to name a few.

The Palm Bay Community Center offers a range of classes for all age groups and fitness levels. In addition to classes, the Recreation staff hosts tournaments and cultural events, and runs a series of monthly activities including: Movies in the Park, Concert in the Park and Skate Jam.

The focus of the Parks & Recreation Department is to provide City residents with positive recreational experiences.

The City of Palm Bay is named a 2015 Playful City USA by the Kaboom! Foundation. This is the ninth year in a row that Palm Bay has been recognized for its commitment to playability for all children.

Growth Highlights

Over the past year, the Parks and Recreation Department has increased our number of athletic fields, adult baseball participants, special events, youth sports participation and more importantly than anything is that STAFF MORALE has increased dramatically!!!!!!

Services

The City of Palm Bay's Parks and Recreation Department's Core Services include:

- Delivering exceptional customer service internally and externally.
- Broadening and strengthening organizational efficiency and process.
- Providing a diverse offering of high quality leisure services and opportunities for all residents that promote a sense of community.
- Strengthening the Department's competencies in the fields of parks, recreation and facilities.
- Improving existing facility operations and maintenance to meet changing city needs while promoting good stewardship.
- Ensuring Palm Bay Parks and Trails improve the quality of life while leaving a legacy for future generations.
- Providing passive recreation and environmental educational opportunities and experiences for residents and visitors.
- Providing signature special events and amenities that promote tourism and establishes Palm Bay as a destination City.

Summary of Future Plans

There are 18 staff members (15 ½ FTE) currently employed by Brevard County at Palm Bay Regional Park and the Palm Bay Aquatic Center. These employees will be given the opportunity to apply and interview for employment with the City of Palm Bay.

Adoption of this Resolution declares the property is not needed for County purposes at this time and states the desire to enter into an Interlocal Agreement with the City of Palm Bay for the purposes of promoting public welfare, serving the public interest, and serving a public purpose. The Interlocal Agreement provides the terms between the City and County; the City will own the Park and Senior Center to use, operate, maintain, and improve for recreational use and public related activities; use of the park and Senior Center to be available to all residents and visitors with no differential in fees; reverter clause to the County if the City ceases to use the Park and Senior Center for public recreational; use and public related activities.

This request is consistent with the County's goal of conveying selected County owned parks within municipalities with no loss of service to the residents and visitors. In addition, this action allows the City to manage parks within their jurisdiction.

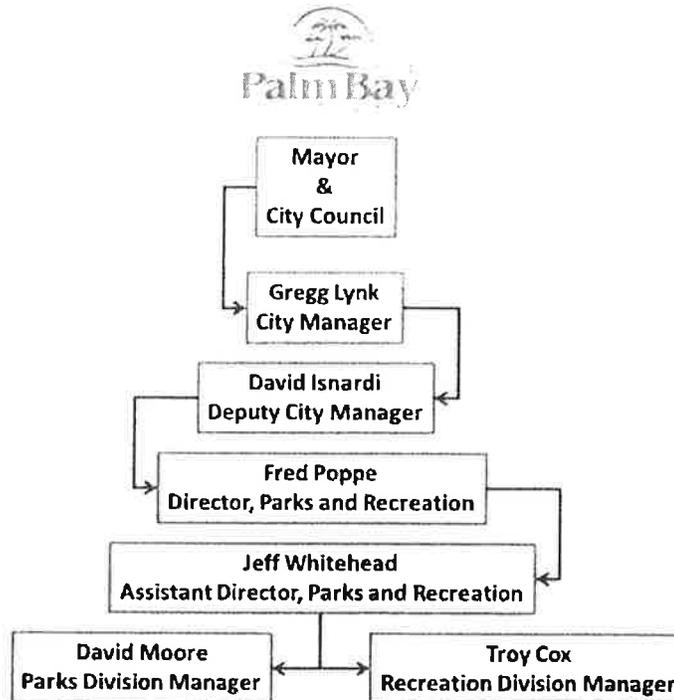
Market Analysis

Our Target Market

Our target market varies in Parks and Recreation and is based largely upon the activity or event being hosted. As our target market varies, so does its size. Our target market could vary from a few hundred households in neighborhoods surrounding an event to the entire City, County, Region or up to tens of thousands nationwide. Distinguishing characteristics of the target market will vary as well. The nature of the various activities and events sets the tone for the theme or character of the targeted market.

Organization & Management

Organizational Structure



Key Employee Information Summary

Fred Poppe, Director Parks and Recreation – Mr. Poppe possesses over 40 years of Parks and Recreation experience. He served as Assistant Parks and Recreation Director for The City of Palm Bay for over 31 years. Mr. Poppe worked for Brevard County Parks and Recreation Department as Recreation Superintendent for 9 ½ years, and returned to the City of Palm Bay in May of 2015 to serve as the Director of The Parks and Recreation Department. He possesses thorough knowledge of Municipal Budgeting, Park Planning, Marketing and Recreational Programming, Park Maintenance, Grant Writing, Facility Maintenance, Construction Management and Personnel Management. Strong attributes include being well connected to the Palm Bay community and possessing a wide resource base.

Jeff Whitehead, Assistant Director Parks and Recreation – Mr. Whitehead possesses over 25 years of Parks and Recreation experience. He served as Parks Supervisor for the City of Palm Bay from May 1990 to September 2000. From September 2000 to June 2015, Mr. Whitehead served in various capacities for Brevard County Parks and Recreation including South Area Parks Operations Manager, Golf Operations Manager, Maintenance Superintendent and Parks Supervisor III. He returned to City of Palm Bay in June of 2015 to serve as the Assistant Director of Parks and Recreation. Mr.

Whitehead played a role in the 2 Parks referendums passing (2000 & 2006) and was a key staff member in the construction of the facilities after voter approval.

Dave Moore, Parks Division Manager – Mr. Moore possesses over 13 years of Parks and Recreation experience. He served as Maintenance Superintendent for Brevard County Parks and Recreation Department from August 2002 to July 2015. His responsibilities included managing the maintenance of over 1,400 acres of developed park land, 400,000 sq. ft. of buildings, and 400 acres of athletic fields. Mr. Moore developed and administered a \$5 million annual maintenance and operating budget. He played a key role in recruitment of new personnel, training of supervisors/staff, evaluations, safety program implementation, and enforcement of policies and procedures established by Brevard County.

Troy Cox, Recreation Division Manager – Mr. Cox possesses over 41 years of Parks and Recreation experience. He is certified by the National Recreation and Parks Association and the Florida Recreation and Parks Association as a Recreation & Parks Professional. Mr. Cox is a graduate of FRPA 2012 Emerging Leadership Institute Program. He possesses strong organizational skills, public relations and marketing skills. He is well versed in developing/managing creative Recreational Programs and Special Events. Mr. Cox was a Certified National Youth Sports Coaches Association Clinician and Instructor from 1980-1999 and is the Founder and Director of the Florida Space Coast Baseball League from 1980 to present.

Funding Request

In consideration of the City's agreement to maintain and operate the Senior Center, Regional Park, and Palm Bay Aquatic Center, the County shall pay to the City the gross amount of \$2,955,976.00 in accordance with the following payment schedule (the "Payment Schedule"):

- On or before February 29, 2016, the City shall receive payment from the County in the amount of \$502,235.00.
- On or before October 31, 2016, the City shall receive payment from the County in the amount of \$313,897.00.
- On or before March 31, 2017, the City shall receive payment from the County in the amount of \$439,456.00.
- On or before October 31, 2017, the City shall receive payment from the County in the amount of \$236,165.00.
- On or before March 31, 2018, the City shall receive payment from the County in the amount of \$330,631.00.
- On or before October 31, 2018, the City shall receive payment from the County in the amount of \$236,165.00.
- On or before March 31, 2019, the City shall receive payment from the County in the amount of \$330,631.00.

- On or before October 31, 2019, the City shall receive payment from the County in the amount of \$236,165.00.
- On or before March 31, 2020, the City shall receive payment from the County in the amount of \$330,631.00.

Financial Projections

All funds paid by the County to the City to maintain and operate the Senior Center, Regional Park, and Palm Bay Aquatic Center shall be used solely for the operation and maintenance of said facilities.

For each calendar year that the County is paying to the City, the City shall provide Financial Reports to the County detailing the expenditure of the funds which have been provided by the County to the City for the continued operation and maintenance of the Property and Aquatic Center. Financial Reports shall be delivered to the County no later than the thirtieth (30th) day after each payment of funds to the City.

All equipment conveyed by the County to the City to maintain and operate the Senior Center, Regional Park, and Palm Bay Aquatic Center shall be used solely for the operation and maintenance of said facilities.

Historical Financial Data

Brevard County Parks and Recreation has indicated that the generated revenues for the 3 facilities in 2013/2014 was \$410,607.00

Prospective Financial Data

Brevard County submitted a total of \$1,371,535.00 as operating expenses for the 3 facilities and \$410,607.00 as revenue for the same 3 facilities leaving a \$960,928.00 difference. This difference in operating expenses will be eliminated by the funds received from Brevard County and the increase in the level of service via more classes/programs, athletic tournaments, sponsorships/partnerships, and Special Events. The City of Palm Bay has hired a Special Events Coordinator to ensure more special events are scheduled and taking place in Palm Bay. In support of acquiring the 3 facilities and all the plans for generating more revenue and expanding services in the City of Palm Bay, Palm Bay City Council on January 19, 2016, approved allocating necessary funds to ensure the 3 facilities continue to operate accordingly.



Operations Plan

Palm Bay Regional Park, Palm Bay Aquatics Center, Greater Palm Bay Senior Center

Appendix A

(Key Staff Resumes)

Fred Poppe

40+ Years Parks and Recreation Experience

City of Palm Bay

Assistant Director of Parks and Recreation

Acting Director on 3 Occasions

July 1974 – September 2005

Brevard County

Recreation Superintendent – South Area

December 2005 – May 2015

City of Palm Bay

Director of Parks and Recreation

May 2015 – Present

Thorough Knowledge in the Following Areas

Municipal Budgeting

Park Planning

Marketing and Recreational Programming

Park Maintenance

Facility Maintenance

Grant Writing

Construction Management

Personnel Management

Attributes

Well connected in the Community

Wide Resource Base

JEFF WHITEHEAD

553 Sioux Ave. * Melbourne, 32935 * (321.369.8633)

Jeff.Whitehead@palmbayflorida.com

EXECUTIVE SUMMARY

Commitment / Leadership / Integrity

A proven visionary and strategic leader that translates business strategies into successful programs and projects with the best interest of the public, internal customers, employees and management. An expert in enhancing TEAMWORK; developing recreational programs and preventive maintenance procedures; improving customer's experiences through outstanding customer service; and managing a budget. Dedicated to providing the best customer service to all internal and external customers by finding a way to achieve the desired results.

AREAS OF EXPERTISE

- Budget Preparation/Management
 - Operations Management
 - Communication (Verbal, Written and Listening)
 - Park Design
 - Athletic Field Design, Construction and Maintenance
-

PROFESSIONAL EXPERIENCE

City of Palm Bay, FL / Parks and Recreation

Parks Supervisor (1990-2000)

- Led senior management and subordinates to a higher level of customer service and partnership involvement, standardization of management practices and project governance
- Managed hundreds of acres of park property, staff, budget, purchasing responsibilities, enforcement of rules, policies and procedures, and park design.
- Developed strategies to improve maintenance techniques and improve efficiency.

ACHIEVEMENTS:

- Substantially reduced operating expenses through bulk buying and consolidation of materials while drastically improving performance and customer service.
- Obtained certification 3 times as a National Playground Safety Inspector.
- Hosted local, County, Regional, and State baseball tournaments based on consistent and exceptional playing conditions and customer service.
- Never overspent operating budget in my 10 years as Parks Supervisor as the level of service increased throughout our operations.
- Launched the first successful volunteer program for our maintenance operations.

Brevard County Board of County Commissioners / Parks and Recreation Dept.

Parks Maintenance Superintendent (2000-2004)

- Managed a \$14 million maintenance budget which included 170 employees without ever overspending.
- Implemented a TEAM approach to the vast responsibilities of a large Parks and Recreation Dept.
- Assisted in the development of a Parks Referendum that addressed the various recreational needs of a highly diversified county.
- Structured job descriptions to create initiative and offer all employees the opportunity for advancement.

- Launched a playground safety training program that educated all supervisors and staff the importance of being thorough and focused when inspecting playgrounds.

ACHIEVEMENTS:

- Established and maintained great rapport and working relationships with all 5 County Commissioners, the County Manager, The Sheriff, Fire Chief, and numerous Department Directors. This allowed me to drastically expand my resources and accomplish tasks that were out of the ordinary.
- Named Employee of the Month 15 times in 4 years.
- Recertified as a National Playground safety Inspector.
- Never overspent approved operating budget.

Parks Operations Manager (2004-2008)

- Managed a \$21 million budget and over 300 employees while never overspending the budget and improving efficiency.
- Worked closely with FEMA following the 2004 hurricanes.
- Hosted numerous meetings of Referendum Committees to ensure proper procedures were established and adhered to.
- Prepared regular agendas for the Board of County Commissioners related to operations.
- Worked with all regulatory agencies to ensure compliance was achieved and maintained.
- Established our overall operations as the standard for the various divisions of Brevard County Parks and Recreation Department.

ACHIEVEMENTS:

- Construction of numerous parks which included boat ramps, athletic fields, Community Centers, tennis courts, basketball courts, playgrounds, hiking/biking trails, swimming pool, amphitheater, Equestrian Center, Senior Center, observation decks, mitigation of wetlands and much more.

- Trusted by all County Commissioners, upper management, superiors, and staff to make the best decision with Brevard County's best interest as the top priority.
- 4 years of successful youth camps, holiday camps, youth leagues, adult leagues and special events.

Golf Operations Manager (2008-2010)

- Performed all marketing and promotions for 3 County golf courses.
- Implemented new policies and procedures that enhanced operations.
- Established new standards related to the way outside contractors maintained the 3 golf courses.
- Negotiated new contracts with the maintenance vendor and golf cart supplier that were beneficial to Brevard County.
- Held the 3 Golf Course Managers to higher standards than previously expected.

Parks Supervisor III (2010-2015)

- Responsible for all aspects of operation for the largest land usage (400 acres) in Brevard County.

ACHIEVEMENTS:

- Hosted the Brevard County Fair, Runaway Country Music Festival, Cole Brothers Circus, Vietnam Veterans Reunion, Strawberry Festival, India Festival, and many other large company functions.
- Established a TEAM approach with maintenance staff and Park Rangers to enhance our communications and productivity.
- Improved the overall condition of the park by prioritizing the needs identified by staff and customers.
- Spearheaded the installation of sewer lines to our campground facility which increased our service of 88 sites with water and electric to 134 full hook-up sites.

City of Palm Bay, FL / Parks and Recreation

Assistant Parks and Recreation Director (2015-present)

- Established a TEAM approach to all aspects of operations.
 - Assisted in preparation of land acquisition from Brevard County.
 - Identified expectations of athletic field maintenance, playgrounds and restrooms.
 - Established positive morale which increased productivity, initiative and passion for our industry!!!
-

PROFESSIONAL ORGANIZATIONS AND AFFILIATIONS

National Recreation and Parks Association (over 22 years)

Florida Recreation and Parks Association (over 22 years)

PGA of America (2.5 years)

National Playground Safety Institute (15 years)

Little League of America (over 22 years)

United Way (19 years)

National Golf Foundation (2.5 years)

EDUCATION

Associate of Arts Degree – Valencia Community College, Orlando, FL

Bachelor of Science in Public Administration – Warner Southern College, Lake

Wales, FL

HOBBIES

Golf

Fishing

Camping

Little League Baseball

High School Baseball

Archery

SUMMARY

I am a 25 year veteran of Parks and Recreation in Brevard County. I have obtained a vast amount of knowledge pertaining to government guidelines and operating procedures. My dedication to the field of Parks and Recreation is extraordinary and I have established a strong reputation as being a leader who is very approachable. I do not compromise in customer service, TEAMWORK, quality of the job at hand or my work ethics. I welcome the opportunity to discuss future employment possibilities within your company/organization. Thank you!

David L. Moore

1776 Sophias Drive Unit 303, Melbourne, Florida 32940
E-mail: guardian4@live.com Phone: (321)368-2539

Experience **Brevard County Parks and Recreation.** August 2002 -
Melbourne, Florida Present
Maintenance Superintendent

- Dedicated and proven leader of Brevard County's largest parks operations area.
- Responsible for planning, directing and managing maintenance operations of 1400 acres of developed parks, 400 thousand square feet of buildings and 400 acres of athletic fields.
- Development and administration of 5 million dollar annual maintenance and operations budget.
- Recruitment, training, supervision, evaluation, development and discipline of 65 personnel in accordance with negotiated agreements and county policy and procedures.

United States Coast Guard, Cape March 1981 - August
Canaveral, Florida 2002
Engineering Officer, Machinery Technician

- Responsible for oversight of all engineering personnel, operations and equipment including HVAC, emergency generators, electrical systems and engine systems.
- Implemented computerized inventory and preventative maintenance programs of C.G. Station Port Canaveral vessels, buildings, pier equipment and machinery.
- Post 911 implementation of security measures and operational restructuring.

Education **OSHA Level II, Brevard County, Florida** - July 2013
Hazardous Materials Operation

Department of Environmental Protection, Brevard - October
County, Fl. 2006
Storm Water Management Inspector

Employee Development Program. Brevard County, Florida 2002 - 2004
Management Certification

EPA/OSHA/CDC. Brevard County, Florida - September 2005
Mold Assessment and Remediation in Buildings

U.S.C.G. Leadership Development Center. New London, Ct. December 1998
Leadership and Management

Transportation Safety Institute. Oklahoma City, Ok. May 1997
Transportation of Hazardous Materials

U.S.C.G. Training Center. Yorktown, Va.

- August 2000 Computerized Inventory and Maintenance
- June 1997 Engineering Administration
- January 1993 Hydraulic Systems and Equipment
- March 1987 Federal Law Enforcement Officer Certification

North Fulton High School, Atlanta, Ga. 1981
High School Graduate

Skills

- Received Commandant's Letter of Commendation upon retirement for 21 years of faithful and meritorious service.
- Formal training and experience in the principles and repair of HVAC, electrical systems, plumbing, carpentry, masonry, painting, welding, diesel and gasoline engines, pumps and irrigation systems.
- Proven record of performing multiple tasks under pressure.
- Excellent customer service skills and a proven ability to build relationships with all stakeholders..
- Decisive, creative and innovative leader with a proven record of building successful teams.

**RESUME OF
TROY COX, CPRP
(Theodore Jackson Cox III)**
1314 Gillott Street NW
Palm Bay, Florida 32907-7984

Home: (321) 733-4807
Email: americansbaseball@cfl.rr.com

OBJECTIVE:

I seek a responsible, challenging Director position utilizing my background and experience as a Certified Parks & Recreation Professional (CPRP) with National Recreation & Parks Association as to be mutually beneficial to the organization, the community, and my family.

QUALIFICATIONS:

Current Job Status: I am currently employed with Brevard County Parks & Recreation-South Area as a Recreation Coordinator for Athletics & Sports since July 26, 2008.

- 41 yearsrs Parks & Recreation Administration, Leisure Services, Athletics & Special Events
- Certified NRPA/FRPA Recreation & Parks Professional (CPRP)
- FRPA Graduate of the 2012 Emerging Leadership Institute Program
- Graduate of Brevard County Excellence in Leadership Program-July 2015
- Honors Graduate of Brevard County Employee MGMT Development Program for Leaders
- Highly competent professional with outstanding work record and accomplishments
- Strong skills in organization, public relations and marketing
- Well versed in developing/managing creative Recreation Programs & Special Events
- Experienced liaison with Recreation Partners--Youth & Adult Organizations
- Extensive work experience in supervising volunteers and staff /contract employees
- Positive Leader, communicator, and motivator
- Extremely organized and thorough: including budgets, planning and administration
- Certified Public Manager Program-CPM Levels I, II, & III
- Developed, organized, supervised youth & adult recreation programs, leagues, and events
- Managed Parks & Recreation Division with over 100 employees
- Charter Member of National Youth Sports Coaches Association since 1980
- Certified NYSCA Clinician and Instructor 1980-1999
- Member of Florida Sports Foundation Advisory Board for Sports 2003-2008
- Member of Roy Hobbs Baseball National Advisory Committee since 1991 to present
- Florida Recreation & Parks Association's (FRPA) State Athletic Chairman (1980-1984)
- FRPA State Athletic Vice Chairman (1979), and FRPA member since 1978 to present.
- Invited Guest Speaker at the Annual FRPA State Conference (1980-1984)
- Served as FRPA State Flag Football Chairman (1981-1986), active member 1978-2003
- Served as Advisor for the Florida Flag Football League since 2009 to present.
- Program Director, Palm Bay Superstars Events (1979-1984) & (1996-2001)
- Founder and Director of the Florida Space Coast Baseball League since 1980 to present
- Founder and Team Manager of the Americans Baseball Club since 1980 to present

- Inducted Member of 5 separate Sports Hall of Fames

EXPERIENCE: City Of Palm Bay, Florida (105,000+)

* July 26, 2008-June 1, 2015.....Recreation Program Coordinator for Brevard County Parks & Recreation-South Area

* May 29, 2007-August 4, 2008..... Adminstrative Coordinator for Police Athletic League-City of Palm Bay Police Dept.

* Apr 16, 2005-May 25, 2007 ... Lead Recreation Supervisor managing Recreation Division and "designated alternate" for Parks & Recreation Director.

* October 1988-April 2007 ... Recreation Supervisor, City of Palm Bay

* January 1985-Sep 1988Attended College, University of Central FL

* June 1978-Dec 1984 ... Athletic Programmer, City of Palm Bay

EDUCATION:

- 1997 ... B.A. of Business Administration: ROLLINS COLLEGE
- 1975 ... A.S. of Business Administration: SOUTH GEORGIA COLLEGE
- Regular attendance at Conferences, Seminars, & Classes for CEUs for Professional Certification

REFERENCES UPON REQUEST



Operations Plan

Palm Bay Regional Park, Palm Bay Aquatics Center, Greater Palm Bay Senior Center

Appendix B

**(Agenda Report, Brevard County Board of
County Commissioners)**

EXHIBIT "A"
Greater Palm Bay Senior Center
1275 Culver Drive NE
Palm Bay, FL 32907



Brevard County Parks and Recreation

2015 Aerial

0 50 100 Feet

2725 Judge Fran Jamieson Way
Viera, FL 32940



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

Exhibit "A"
Greater Palm Bay Senior Center
Legal Description

Tract L of THE FIRST PLATT OF PORT MALABAR UNIT TWENTY-ONE
As recorded in Plat Book 24, Pages, 5 thru 11 of the Public Records of Brevard County, Florida

EXHIBIT "A"

Palm Bay Regional Park

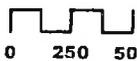
1951 NW Malabar Road
Palm Bay, FL 32907



2015 Aerial

Brevard County Parks and Recreation

2725 Judge Fran Jamieson Way
Viera, FL 32940

 Feet
0 250 500



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

Exhibit "A"
Palm Bay Regional Park
Legal Description

OVERALL DESCRIPTION

A parcel of land lying in Section 33, Township 20 South, Range 36 East, Brevard County, Florida being the Northwest one-quarter of said Section 33 and the North 1174.40 Feet (measured at right angles) of the Southwest one-quarter of said Section 33, less and except the East one-quarter of the Northeast one-quarter of the Northwest one-quarter of said Section 33 and less canal and road Right-of-Way. Containing 200.000 acres more or less and being more particularly described as follows:

Commence at the Southwest corner of said Section 33; thence run N 0°30'04" E along the West line of said Section 33, a distance of 1464.93 Feet; thence run N 09°43'06" E a distance of 69.01 Feet to the East line of a canal Right-of-Way (130'width) and the Point of Beginning;

Thence run N 0°30'04" E along said canal Right-of-Way a distance of 3701.54 to the South line of a canal Right-of-Way (225'width); thence run N 09°42'17" E a distance of 2239.39 Feet;

thence run S 0°37'05" W a distance of 1207.49 Feet; thence run N 09°42'41" E a distance of 254.95 Feet to the West line of a canal Right-of-Way (150'width); thence run S 0°36'34" W along said canal Right-of-Way line a distance of 229.72 Feet to the Northern terminus of a road Right-of-Way (100'width); thence run S 09°42'17" W along said road Right-of-Way a distance of 100.01 Feet; thence run S 0°36'34" W along the West line of said road Right-of-Way a distance of 1094.30 Feet; thence run N 09°43'06" E a distance of 10.00 Feet to the West line of said road Right-of-Way; thence run S 0°36'34" W along said road Right-of-Way, a distance of 1174.55 Feet; thence run S 09°43'06" W a distance of 2405.00 Feet to the Point of Beginning.

Exhibit "C"

Palm Bay Regional Park Equipment List

1. Sod Cutter – PBRP – PR# 607-0319
2. Buffalo Pull Behind Blower – PBRP – PR# 607-0324
3. 3 – Stihl Weedeaters – PBRP – No PR#
4. Stihl Back Pack Blower – PBRP – No PR#
5. 2 Stihl Hand Held Blowers – PBRP – No PR#
6. Gas Powered Air Compressor – 5 hp – PBRP – PR# 503-0233
7. Craftsman Generator – PBRP – No PR#
8. Craftsman Mitre Saw – PBRP – No PR#
9. Delta Table Grinder – PBRP – No PR#
10. Stihl M5250 Chainsaw – PBRP – No PR#
11. 5 Carry Alls – PBRP – PR#'s 345-0778, 345-0779, 345-0786, 345-0951, 345-1070.
12. 3 - 72" Toro Groundsmaster Mowers – PBRP – PR# - 604-0794, 604-0854, 604-0924
13. 4500 Toro Groundsmaster – PBRP – PR# 604-0888
14. 2 John Deere Tractors – PBRP – PR#'s 409-0246 & 409-0283
15. 2 Toro Sand Pros – PBRP – PR# - 604-0858 & 604-0975
16. Stihl Extension Saw – PBRP – No PR#
17. Generac Pressure Washer – PBRP – No PR#
18. Snapper Push Mower – PBRP – No PR#
19. Stihl Pole Saw – PBRP – No PR#
20. Stihl Stick Edger – PBRP – No PR#
21. 2 Walk Behind Edgers – PBRP – No PR#
22. 2 Aerators – PBRP – PR#'s 432-0642 (tiller) & 432-0470
23. Toro Triplex Mower – PBRP – PR# 604-0965
24. 2 Toro 5-gang Mowers – PBRP – PR# 604-1015 & 604-1049
25. Toro Paint Sprayer – PBRP – PR#
26. An equipment trailer – PBRP – PR# 343-0648
27. Gym Floor Machine – PBRP – PR# 601-0093
28. Stihl Chainsaw – PBRP – No PR#
29. Ice Machine – PBRP – PR# 881-0223
30. Ice Machine – TWCC – PR# 881-0219
31. AED – TWCC – PR# 776-1308
32. Garland Stove – TWCC – No PR# - part of bldg.
33. Refrigerator – TWCC – No PR# - part of bldg.
34. Freezer – TWCC – No PR# - part of bldg.
35. Volleyball Equipment for TWCC Gym – No PR# - part of bldg
36. Gym Floor Covers and Racks – PR# 713-0387
37. Community Center Tables/Chairs & Caddies – No PR#
38. Fueling Station System – PR# 431-0182
39. Air Hockey Table – PR# 706-0202
40. Soccer Goal – PR# 710-0889
41. Shed 20 x 21 – PR# 710-0944

Exhibit "C"

42. Shed 10 x 12 -PR# 710-0984
43. Shed 12 x 24 -PR# 710-1080
44. Shed 10 x 10 -PR# 710-1206
45. Carport 20 x 20 -PR# 710-1229
46. Carport 40 x 20 -PR# 710-1230
47. Shed 10 x 14 -PR# 710-1232
48. Shed 12 x 24 -PR# 710-1260
49. Shed 10 x 12 -PR# 712-0073
50. Fuel Tank System above ground -PR# 431-0182

EXHIBIT "D"

COUNTY DEED

THIS DEED, made this 26 day of JANUARY, 2016 by BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, party of the first part, and CITY OF PALM BAY, a municipality incorporated under the laws of Florida, whose address is 120 Malabar Road S.E., Palm Bay, Florida 32907, party of the second part.

WITNESSETH that the said party of the first part, for and in consideration of the sum of \$10.00 to it in hand paid by the party to the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the lands described in **Exhibit "A"**, attached hereto and made a part of this Deed, said lands lying and being in Brevard County, Florida, and commonly referred to as the *Greater Palm Bay Senior Center* and the *Palm Bay Regional Park*.

The property described in **Exhibit "A"** (the "Property") is to be used solely for providing public recreational use and related activities. Any user fees required by the City must be applied uniformly with no differential in amount charged to the public. In the event that any of such Property is not used or ceases to be used for the stated purpose and under the stated conditions, then all right, title and interest in such Property shall revert to the party of the first part which shall thereafter have the right to reenter and repossess the Property conveyed herein. The foregoing shall be deemed to be a restrictive covenant which shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said Board, the day and year aforesaid.

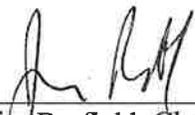
ATTEST:

By: 

Scott Ellis, Clerk

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 

Jim Barfield, Chair

As approved by the Board on JAN. 26, 2016

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT ("Second Amendment"), is made and entered into this 26 day of JANUARY, 2016 ("Effective Date"), by and between the BOARD OF COUNTY COMMISSIONERS, BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County", the DISTRICT BOARD OF TRUSTEES for EASTERN FLORIDA STATE COLLEGE f/k/a BREVARD COMMUNITY COLLEGE, hereinafter referred to as "College", The CITY OF PALM BAY, a Florida municipal corporation organized under the laws of the State of Florida, hereinafter referred to as "City"; and the SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, a public corporation and governing body of the school district of Brevard County, hereinafter called "Board" (the County, the College, the City, and the Board, collectively the "Parties").

WITNESSETH

WHEREAS, the Parties previously entered into an Agreement dated February 26, 2002 (the "Agreement") for the use, development, maintenance and operation of the Palm Bay Aquatic Center (the "Aquatic Center");

WHEREAS, the Parties amended the Agreement by that certain Amendment to Agreement dated May 20, 2003 (the "First Amendment");

WHEREAS, the Agreement requires the County to operate, maintain, schedule, and supervise the Aquatic Center;

WHEREAS, the County desires to perpetually assign to the City the duty to operate, maintain, schedule, and supervise the Aquatic Center;

WHEREAS, the City is willing to perpetually assume the County's duty under the Agreement to operate, maintain, schedule, and supervise the Aquatic Center on the condition that the County provides funding to the City at an agreed upon level for a term of five (5) years from the Effective Date hereof, as provided for in the Interlocal Agreement between the City and the County dated _____, attached and incorporated herein as Exhibit A;

WHEREAS, the County desires to forfeit certain rights to use and allow third parties to use the Aquatic Center under the Agreement, and the County desires to be released from certain duties under the Agreement; and

WHEREAS, the Parties desire to further amend the Agreement, as modified by the First Amendment.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed between the Parties as follows:

1. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.

2. Section 2.G. of the Agreement is deleted in its entirety and replaced with the following:

“The County shall provide funding to the City at the amounts agreed upon by the County and the City for a term of five (5) years from the Effective Date of the Second Amendment hereto. It is hereby agreed and understood that the City will be responsible for the operation, maintenance, scheduling of the Aquatic Center; provided, however, that the City shall be released from the duty to operate, maintain, schedule, and supervise the Aquatic Center if the County fails to provide funding to the City at the amounts agreed upon by the County and the City.”

3. Section 2.H. of the Agreement is deleted in its entirety and replaced with the following:

“Capital improvement costs shall be shared on a matching basis by the College, the City, and the Board.”

4. Section 2.J. of the Agreement is deleted in its entirety and replaced with the following:

“Scheduling requests by the School District for practices and competitive meets shall be arranged pursuant to a Joint Use Agreement between the City and the Board. The College’s instructional program, City’s leisure programs, and the Board’s competitive athletic program shall have priority for scheduling. A steering committee consisting of a representative of the College, the City and the Board will resolve scheduling issues when applicable. The Aquatic Center shall be operated and maintained for the enjoyment of the residents and visitors of Brevard County. The Parties agree to make use of the Aquatic Center available to all County residents and visitors with no differential in fees.”

5. All references to the County in Section 3 of the Agreement are hereby deleted. The County shall have no further rights to use the Aquatic Center, and the County shall have no further rights to allow third parties to use the Aquatic Center.

6. The Parties acknowledge and agree that the County has issued, and there remain outstanding, certain debt obligations (the “Bonds”), the interest income of which is exempt from federal income tax and the proceeds of which were used to finance certain costs of the Aquatic Center. The City, College, and Board covenant and agree to comply with all applicable Internal Revenue Code provisions, Income Tax Regulations and other federal tax policies, procedures and rules with respect to the use and operation of the Aquatic Center in order to maintain the tax-exempt status of the Bonds. Without limiting the generality of the foregoing, so long as the Bonds are outstanding, the City, College, and Board shall not enter into any lease, management agreement, service contract or other similar instrument with respect to the operations or use of the Aquatic Center nor will they sell or otherwise transfer any ownership interest in the Aquatic Center without the prior written consent of the County, which consent shall not be unreasonably

withheld. To the extent that the Internal Revenue Service or other federal agency audits or examines the Bonds, the City, College, and the Board shall indemnify the County for all fees, costs and expenses the County may incur with respect to such audit, including but not limited to, staff time and attorneys' fees and costs. If as a result of an audit or examination of the Bonds, it is determined that the interest income from the Bonds is subject to federal income tax or if a settlement is entered into with respect to any audit of the Bonds, the City, College, and Board will be responsible for all amounts due and payable with respect thereto, including but not limited to, taxes, additional interest cost, penalties and any other costs required to be paid in connection therewith."

7. All other terms and conditions of the Agreement, as modified by the First Amendment, shall remain in full force and effect.

ATTEST:

CLERK TO THE BOARD

By: _____

Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

By: _____

Jim Barfield, Chairman

As Approved by the Board on January 26, 2016

CITY OF PALM BAY

By: _____

William Capote, Mayor

SCHOOL BOARD OF BREVARD COUNTY,
FLORIDA

By: _____

Amy Kneessy, Chair

WITNESS:

WITNESS:

EASTERN FLORIDA STATE COLLEGE
f/k/a BREVARD COMMUNITY COLLEGE

By: _____

Summit Shah

Chair, District Board of Trustees

WITNESS:

Please call Melissa X52517 when ready for pick up. Thanks!

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor: City of Palm Bay		3. Division Name: Parks and Recreation Department – South Area	
2. Fund/Account #:		4. Contract Description: Second Amendment to the Agreement with the City of Palm Bay for the Palm Bay Aquatic Center	
5. Contract Monitor: Carol Gerundo		6. Mail Stop #: 76	
7. Dept./Office Director: Jack Masson		8. Class Code:	
ACTION DATE: <i>Upon Receipt</i>		ACTION REQUIREMENT: <i>Approval Signature</i>	

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<u>X</u>	<u> </u>	<u>JM</u>	<u>12/30/2015</u>
Risk Management	<u> </u>	<u> </u>	<u> </u>	<u> </u>
County Attorney	<u>✓</u>	<u> </u>	<u>*Please see attachment*</u>	<u>12/30/15</u>

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: *This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Information Systems Division and the contract will be entered into the contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See BC-20 for additional information.*

Please call Melissa Veszty when ready for pick up. Thanks!

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor: City of Palm Bay		3. Division Name: Parks and Recreation Department – South Area	
2. Fund/Account #:		6. Mail Stop #: 76	
4. Contract Description: Second Amendment to the Agreement with the City of Palm Bay for the Palm Bay Aquatic Center			
5. Contract Monitor: Carol Gerundo		8. Class Code:	
7. Dept./Office Director: Jack Masson			
ACTION DATE: Upon Receipt		ACTION REQUIREMENT: Approval Signature	

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The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<u>X</u>	_____	<u>JM</u>	<u>12/30/2015</u>
Risk Management	<u>✓</u>	_____	<u>W</u>	<u>12/31/15</u>
County Attorney	_____	_____	_____	_____

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Please call Melissa X52517 when ready for pick up. Thanks!

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor: City of Palm Bay		3. Division Name: Parks and Recreation Department – South Area	
2. Fund/Account #:		4. Contract Description: Interlocal Agreement with the City of Palm Bay for the conveyance of Palm Bay Regional Park and the Greater Palm Bay Senior Center	
5. Contract Monitor: Carol Gerundo		6. Mail Stop #: 76	
7. Dept./Office Director: Jack Masson		8. Class Code:	
ACTION DATE: Upon Receipt		ACTION REQUIREMENT: Approval Signature	

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<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<u>X</u>	<u> </u>	<u>JM</u>	<u>12/30/2015</u>
Risk Management	<u> </u>	<u> </u>	<u> </u>	<u> </u>
County Attorney	<u>✓</u>	<u> </u>	<u>*please see attachment*</u>	<u>12/30/15</u>

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**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor: City of Palm Bay		3. Division Name: Parks and Recreation Department – South Area	
2. Fund/Account #:		4. Contract Description: Interlocal Agreement with the City of Palm Bay for the conveyance of Palm Bay Regional Park and the Greater Palm Bay Senior Center	
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7. Dept./Office Director: Jack Masson		8. Class Code:	
ACTION DATE: <i>Upon Receipt</i>		ACTION REQUIREMENT: <i>Approval Signature</i>	

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The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<u>X</u>	_____	<u>JM</u>	<u>12/30/2015</u>
Risk Management	_____	_____	<u><i>[Signature]</i></u>	<u>12/31/15</u>
County Attorney	_____	_____	_____	_____

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010

ADD ON



Meeting Date
1/26/2016

AGENDA	
Section	Unfinished Business
Item No.	

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	<p>Resolution, Interlocal Agreement, and County Deeds re: Conveyance of Palm Bay Regional Park and the Greater Palm Bay Senior Center to the City of Palm Bay and Re: Second Amendment to Palm Bay Aquatic Center – Districts 3 & 5</p> <p>Fiscal Impact:</p> <ul style="list-style-type: none"> • Year 1 - Payment to City of Palm Bay of \$502,235. Annual savings of \$138,381. • Year 2 - Payment to City of Palm Bay of \$753,353. Annual savings of \$207,576. • Year 3 - Payment to City of Palm Bay of \$566,796. Annual savings of \$394,133. • Year 4 - Payment to City of Palm Bay of \$566,796. Annual savings of \$394,133. • Year 5 - Payment to City of Palm Bay of \$566,796. Annual savings of \$394,133. • No payments are scheduled after the initial five (5) year term of this Interlocal Agreement. <p>Fiscal Impact of \$1,528,356 in direct savings plus additional savings from capital expense avoidance over the five (5) year term of this Interlocal Agreement. Thereafter, an annual savings of \$960,929 in direct costs plus capital expense avoidance will be realized.</p>							
DEPT/OFFICE:	Community Services Group / Parks and Recreation Department							
Requested Action:	It is requested the Board approve the Resolution, Interlocal Agreement, and Deeds for the conveyance of Palm Bay Regional Park and the Greater Palm Bay Senior Center to the City of Palm Bay; approve the Second Amendment to the Agreement for the Palm Bay Aquatic Center and authorize the Chair to execute such documents. It is further requested the Chair be authorized to execute all budgetary documents needed to effectuate the terms of these agreements.							
Summary Explanation & Background:	<p>Brevard County staff and City of Palm Bay Parks and Recreation representatives have held numerous meetings to discuss and negotiate contractual language to facilitate a seamless transition, contingent upon both Board and City Council approval, for the conveyance of Palm Bay Regional Park and the Greater Palm Bay Senior Center. Property for the 200 acre Palm Bay Regional Park was conveyed to Brevard County by the City of Palm Bay in 1990. Initially developed through various grant sources, the majority of the current improvements in the Park were constructed through funding from the 2000 and 2006 voter approved Parks Referendums. The Greater Palm Bay Senior Center property (6.11 acres) was acquired by Brevard County in 1972. The Senior Center was constructed in 1989 and is leased to and operated by Greater South Brevard Senior Citizen Center, Inc., a not for profit organization. The City of Palm Bay has indicated that it will continue to lease the Senior Center to the Greater South Brevard Senior Citizen Center, Inc.</p> <p>The Palm Bay Aquatic Center was constructed on the campus of Eastern Florida State College in Palm Bay with a four (4) agency partnership by the College, the City of Palm Bay, the School Board of Brevard County and the Board of County Commissioners. The 2000 voter approved Parks Referendum was the funding source of the County's financial participation. Approval of the Second Amendment removes the Board of County Commissioners from this agreement and will require the execution of the three (3) remaining agencies at their subsequent public meetings for the execution of a new, three (3) agency agreement. Eastern Florida State College is the owner of the Palm Bay Aquatic Center, however; the City of Palm Bay shall assume the County's obligation to operate and maintain the Aquatic Center. This final agreement (second amendment to the Agreement) may be revised by the remaining three (3) agencies but no additional duties and responsibilities shall be assumed by the Board of County Commissioners outside of those herein provided by the agreement.</p>							
Clerk to the Board Instructions:								
Exhibits Attached:	Resolution, Interlocal Agreement, Deed, Map							
Contract /Agreement (If attached):	<table border="0"> <tr> <td>Reviewed by County Attorney</td> <td>Yes</td> <td><input checked="" type="checkbox"/></td> <td>No</td> <td><input type="checkbox"/></td> <td>PR</td> <td><input type="checkbox"/></td> </tr> </table>	Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
Reviewed by County Attorney	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>		
County Manager	Assistant County Manager, Frank Abbate	Jack Masson, Parks & Recreation Department Director 633-2046; jack.masson@brevardparks.com 						
Stockton Whitten, County Manager	Assistant County Manager, Venetta Valdengo							

AGENDA REPORT

SUBJECT: Resolution, Interlocal Agreement, and County Deeds; Second Amendment to Agreement: Re: Conveyance of Palm Bay Regional Park and the Greater Palm Bay Senior Center to the City of Palm Bay – District 5

There are 18 positions (15 ½ FTE) currently employed by Brevard County at Palm Bay Regional Park and the Palm Bay Aquatic Center. These employees will be given the opportunity to apply and interview for employment with the City of Palm Bay. If any of the employees are not selected or prefer to continue employment with Brevard County, all available measures will be taken to ensure continuation of employment with Brevard County.

In regular session on January 12, 2016, the Board of County Commissioners directed staff to include in the Interlocal Agreement that the City shall provide business plans and the plans should explain how the City shall, at a minimum, provide the same level of service currently provided by the County. Additionally, all equipment and funds paid by the County to the City shall be used solely for the operation and maintenance of Palm Bay Regional Park, Palm Bay Aquatic Center and the Greater Palm Bay Senior Center. Further, the County shall have the right to inspect, audit, and examine all costs and expenses maintained by the City related to the above mentioned facilities. Finally, the City shall provide financial reports to the County, with each payment made to the City over the 5 year period, detailing the expenditures made by the City for the continued operation and maintenance of the facilities aforementioned.

Adoption of this Resolution declares the property is not needed for County purposes at this time and states the desire to enter into an Interlocal Agreement with the City of Palm Bay for the purposes of promoting public welfare, serving the public interest, and serving a public purpose. The Interlocal Agreement provides the terms between the City and County; the City will own the Park and Senior Center to use, operate, maintain, and improve for recreational use and public related activities; use of the park and Senior Center to be available to all residents and visitors with no differential in fees; reverter clause to the County if the City ceases to use the Park and Senior Center for public recreational; use and public related activities.

This request is consistent with our goal of conveying selected County owned parks within municipalities with no loss of service to the residents and visitors. In addition, this action allows the cities to manage parks within their jurisdiction.

Brevard County Code of Ordinances, Chapter 2, Section 2-241 through 2-251, establishes procedures for the sale, leasing and donation of real property. It requires the intent and County Code to be published on the County Internet and Website at least five (5) days prior to a public meeting and also requires a super majority vote by the Board. The posting requirement was successfully completed on January 5, 2016.

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, PURSUANT TO SECTION 125.38, FLORIDA STATUTES, AUTHORIZING THE TRANSFER OF REAL PROPERTY INTEREST IN COUNTY PROPERTY TO A MUNICIPAL CORPORATION; PROVIDING FOR CONDITIONS UPON TRANSFER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Brevard County, Florida (hereinafter referred to as "County") is the owner of certain real property commonly referred to as Palm Bay Regional Park and the Greater Palm Bay Senior Center (hereinafter referred to as "Properties"); and

WHEREAS, the County wishes to convey ownership of the Properties to the City of Palm Bay, a municipality incorporated under the Laws of Florida (hereinafter referred to as "City"); and

WHEREAS, the City desires to use, operate, maintain, and improve the Properties to provide public recreational use and public related activities; and

WHEREAS, the County finds that the City's proposed use of the Properties is in the best interest of the County, will serve the public interest, will serve a public purpose and that the Properties are not needed for County purposes.

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

1. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.
2. The County will enter into an Interlocal Agreement, attached and incorporated herein as **Exhibit A**, with the City whereby the County agrees to convey certain Property to the City, subject to specified conditions.
3. The County has determined that the Properties are not needed by the County.
4. The purchase terms and conditions are outlined in the Interlocal Agreement attached herein as **Exhibit A**.
5. This Resolution shall take effect immediately upon its adoption. No obligation to transfer the Property to the City shall arise unless and until the Interlocal Agreement cited in Paragraph 2 is executed by both parties and the conditions of the Interlocal Agreement, relating to the conveyance, have been met.
6. In the event the City fails to comply with the Interlocal Agreement, then title shall revert to the County which shall thereafter have the right to reenter and repossess the property.

DONE, ORDERED AND ADOPTED this 26th day of January, 2016.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: _____
Scott Ellis, Clerk

By: _____
Jim Barfield, Chairman
As approved by the Board on January 26, 2016

PREPARED BY AND RETURN TO:
CITY OF PALM BAY
TERESE JONES, CITY CLERK
120 MALABAR ROAD S.E.
PALM BAY, FLORIDA 32907

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") entered into this _____ day of _____, 2016, by and between BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "County," and CITY OF PALM BAY, a municipality incorporated under the Laws of Florida, hereinafter referred to as the "City."

RECITALS:

WHEREAS, the County owns the Greater Palm Bay Senior Center located at 1275 Culver Drive N.E., Palm Bay, Florida 32907 (the "Senior Center"), and the County owns the Palm Bay Regional Park located at 1951 Malabar Road NW, Palm Bay, Florida 32907 (the "Regional Park"). The Senior Center and the Regional Park are hereinafter collectively referred to as the "Property" and are more fully described in **Exhibit "A"** hereto;

WHEREAS, the City desires to obtain ownership and control of the Property and to use, operate, maintain, and improve the Property in order to provide public recreational use and public related activities; and

WHEREAS, the County has, by Resolution, determined that conveyance of the Property to the City will serve the public interest of the citizens of Brevard County; and

WHEREAS, the County has agreed to provide funding to the City, as further described in this Agreement, at an agreed upon level for a term of five (5) years from the Effective Date hereof for the continued operation and maintenance of the Property and the Palm Bay Aquatic Center; and

WHEREAS, the City will provide the same or a better level of service at the Property and Aquatic Center; and

WHEREAS, on or before February 29, 2016, and in accordance with the Payment Schedule as defined in this Agreement, the City shall receive the first payment from the County in the amount of \$502,235.00, which is prorated based on the remaining months of the 2015/2016 County fiscal year; and

WHEREAS, the agreement perpetually assigning to the City the duty to operate, maintain, schedule, and supervise the Palm Bay Aquatic Center is attached and incorporated herein as **Exhibit "B"**; and

WHEREAS, the City has provided to the County a business plan outlining the City's operation and maintenance plans for the Property and Aquatic Center, how such plans are to be enacted, and how the City shall, at a minimum, provide the same level of services at the Property and Aquatic Center as the County is providing, said business plan is incorporated herein by reference;

NOW, THEREFORE, in consideration the covenants herein contained, it is mutually agreed between the County and the City as follows:

1. RECITALS. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.

2. CONVEYANCE OF PROPERTY. The County agrees to convey by County deed the Property described in **Exhibit "A"** to the City for purposes of operating and maintaining public recreational use and public related activities. The conveyance shall be subject to and strictly in accordance with the terms and conditions set forth herein. The County also agrees to convey the equipment described in **Exhibit "C"** for purposes of operating and maintaining public recreational use and public related activities. This equipment shall be conveyed to the City "as is."

3. RESTRICTED USE. The County hereby agrees to convey the Property to the City, as described above, under the following terms conditions:

a. The Property shall be used solely for public recreational use and public related activities. In event the Property is not used or ceases to be used for the stated purposes, then all right, title and interest of the Property shall revert to the County which shall thereafter have the right to reenter and repossess the Property.

b. The City shall operate and maintain the Property for the enjoyment of the residents and visitors of Brevard County. The City agrees to make use of the Property available to all County residents and visitors with no differential in fees.

c. The County deed conveying the County-owned parcels to the City shall contain a restrictive covenant running with the land prohibiting any use other than for public recreational use and public related activities, and associated uses improvements directly related thereto, including the requirement of uniform user fees.

d. For each calendar year that County is paying to City funds to operate and maintain the Property and Aquatic Center, the equipment described in Exhibit "C" shall only be used in the operation and maintenance of the Property and Aquatic Center. In the event that the Property reverts to the County within a calendar year that the County is paying the City for the operation and maintenance of the Property and Aquatic Center, then the City shall cause the equipment described in Exhibit "C" to be reconveyed to the County.

4. ILLEGAL, UNLAWFUL, OR IMPROPER USE. The City shall make no unlawful, improper, immoral or offensive use of the subject Property, nor will the City use the subject Property or allow the use of the Property for any purpose other than herein above set forth. Failure of the City to comply with this provision shall be considered a material default under this Agreement and the Property shall revert back to the County.

5. COUNTY BONDS. The City acknowledges and agrees that the County has issued, and there remains outstanding, certain debt obligations (the "Bonds"), the interest income of which is exempt from federal income tax and the proceeds of which were used to finance certain costs of the Regional Park. The City covenants and agrees to comply with all applicable Internal Revenue Code provisions, Income Tax Regulations and other federal tax policies, procedures and rules with respect to the use and operation of the Regional Park in order to maintain the tax-exempt status of the Bonds. Without limiting the generality of the foregoing, so long as the Bonds are outstanding, the City shall not enter into any lease, management agreement, service contract or other similar instrument with respect to the operations or use of the Regional Park nor will it sell or otherwise transfer any ownership interest in the Regional Park without the prior written consent of the County. To the extent that the Internal Revenue Service or other federal agency audits or examines the Bonds, the City shall indemnify the County for all fees, costs and expenses the County may incur with respect to such audit, including but not limited to, staff time and attorneys' fees and costs. If as a result of an audit or examination of the Bonds, it is determined that the interest income from the Bonds is subject to federal income tax or if a settlement is entered into with respect to any audit of the Bonds, the City will be responsible for all amounts due and payable with respect thereto, including but not limited to, taxes, additional interest cost, penalties and any other costs required to be paid in connection therewith.

6. CONSIDERATION. For consideration of the conveyance of the Property, the City hereby agrees to pay to the County the amount of Ten Dollars (\$10.00). The check shall be made payable to the Board of County Commissioners and mailed to Brevard County Parks & Recreation Department, 2725 Judge Fran Jamieson Way, Viera, FL 32940.

7. ASSUMPTION OF ONGOING MAINTENANCE AND OPERATIONS. In consideration of the City's agreement to maintain and operate the Senior Center, Regional Park, and Palm Bay Aquatic Center, the County shall pay to the City the gross amount of \$2,955,976.00 in accordance with the following payment schedule (the "Payment Schedule"):

On or before February 29, 2016, the City shall receive payment from the County in the amount of \$502,235.00.

On or before October 31, 2016, the City shall receive payment from the County in the amount of \$313,897.00.

On or before March 31, 2017, the City shall receive payment from the County in the amount of \$439,456.00.

On or before October 31, 2017, the City shall receive payment from the County in the amount of \$236,165.00.

On or before March 31, 2018, the City shall receive payment from the County in the amount of \$330,631.00.

On or before October 31, 2018, the City shall receive payment from the

County in the amount of \$236,165.00.

On or before March 31, 2019, the City shall receive payment from the County in the amount of \$330,631.00.

On or before October 31, 2019, the City shall receive payment from the County in the amount of \$236,165.00.

On or before March 31, 2020, the City shall receive payment from the County in the amount of \$330,631.00.

8. **USE OF FUNDS.** As provided for herein, all funds paid by the County to the City to maintain and operate the Senior Center, Regional Park, and Palm Bay Aquatic Center shall be used solely for the operation and maintenance of said facilities.

9. **RIGHT OF ENTRY BY COUNTY.** The County or its agents may, at any reasonable time, enter onto the subject Property for the purpose of inspection of same or for performing such other duties as are required by the terms of this Agreement, or the rules, regulations, ordinances or laws of any governmental body. The right to enter onto the Property confers to the County the right to enter any premises on the Property for the purposes of inspection under this section. The County agrees to be responsible for the installation of replacement HVAC system components, as recommended by Brevard County's consultants, and has the right to enter the Senior Center to perform such work. The County shall coordinate any required work with the City. Once installation is complete, the City assumes all liability and maintenance of the system.

10. **CLOSING COSTS.** The Parties agree to exchange a properly executed county deed, in substantially the same form as the document attached as **Exhibit "D"**, within ten (10) days of the approval by their respective governing bodies of this Agreement. The cost of recording the county deed any other normal customary closing costs shall be paid by City.

11. **DEFAULT.** The City understands and agrees that this Agreement is made upon the express condition that should the City abandon or vacate the subject Property or fail and neglect to perform or observe any of the applicable covenants contained herein, this Agreement shall, at the option of the County, become null and void upon fifteen (15) days' written notice to the City, and the Property shall revert back to County.

12. **ATTORNEYS' 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.

13. **GOVERNING LAW.** This Agreement shall be deemed to have been executed and entered into within the State of Florida and this Agreement, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

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

15. MODIFICATION. No modification of this Agreement shall be binding on the County or the City unless reduced to writing and signed by a duly authorized representative of County and the City.

16. ENTIRETY CLAUSE. This Agreement embodies entire Agreement and understanding between the parties hereto and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

17. SEVERABILITY. If any provision of this Agreement 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.

18. AUDIT.

a. The County shall have the right to inspect, audit, examine and copy, or to engage an independent certified public accounting firm, at any time, and from time to time, during normal business hours, all files, books, records, costs and expenses maintained by the City related to Property and the Aquatic Center. The City shall cooperate with the County and/or its independent certified public accountant in their performance of the audit.

b. For each calendar year that the County is paying to the City funds to operate and maintain the Property and Aquatic Center, the City shall provide financial reports to the County detailing the expenditure of the funds which have been provided by the County to the City for the continued operation and maintenance of the Property and Aquatic Center, said financial reports are herein after referred to individually as a, "Financial Report". A Financial Report shall be delivered to the County no later than the thirtieth (30th) day after each payment of funds to the City.

19. NOTICE. Notice under this Agreement shall be given to the County by mailing written notice, postage prepaid, to the Brevard County Office of the County Manager, 2725 Judge Fran Jamieson Way, Viera, Florida 32940, and notice shall be given to the City by mailing written notice, postage prepaid to the Office of the City Manager, City of Palm Bay, 120 Malabar Road S.E., Palm Bay, Florida 32907.

20. EFFECTIVE DATE. As used herein, the term "Effective Date" shall mean the date on which the last of parties hereto executes this Agreement and when it is recorded in Public Records of Brevard County, Florida, as required by Section 163.01(11), Florida Statutes.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Mark Gager, Chief Deputy Clerk

By: _____
Jim Barfield, Chair
As approved by the Board on _____, 2016

Reviewed for legal form and content:

Assistant County Attorney

ATTEST:

CITY OF PALM BAY, FLORIDA, a
Florida municipal corporation

Terese Jones, City Clerk

By: _____
William Capote, Mayor

As approved by the Council on _____, 2016

Reviewed for legal form and content:

City Attorney

EXHIBIT "D"

COUNTY DEED

THIS DEED, made this ___ day of _____, 2016 by BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida, 32940, party of the first part, and CITY OF PALM BAY, a municipality incorporated under the laws of Florida, whose address is 120 Malabar Road S.E., Palm Bay, Florida 32907, party of the second part.

WITNESSETH that the said party of the first part, for and in consideration of the sum of \$10.00 to it in hand paid by the party to the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, its successors and assigns forever, the lands described in **Exhibit "A"**, attached hereto and made a part of this Deed, said lands lying and being in Brevard County, Florida, and commonly referred to as the *Greater Palm Bay Senior Center* and the *Palm Bay Regional Park*.

The property described in **Exhibit "A"** (the "Property") is to be used solely for providing public recreational use and related activities. Any user fees required by the City must be applied uniformly with no differential in amount charged to the public. In the event that any of such Property is not used or ceases to be used for the stated purpose and under the stated conditions, then all right, title and interest in such Property shall revert to the party of the first part which shall thereafter have the right to reenter and repossess the Property conveyed herein. The foregoing shall be deemed to be a restrictive covenant which shall be deemed to be a covenant running with the land.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair of said Board, the day and year aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

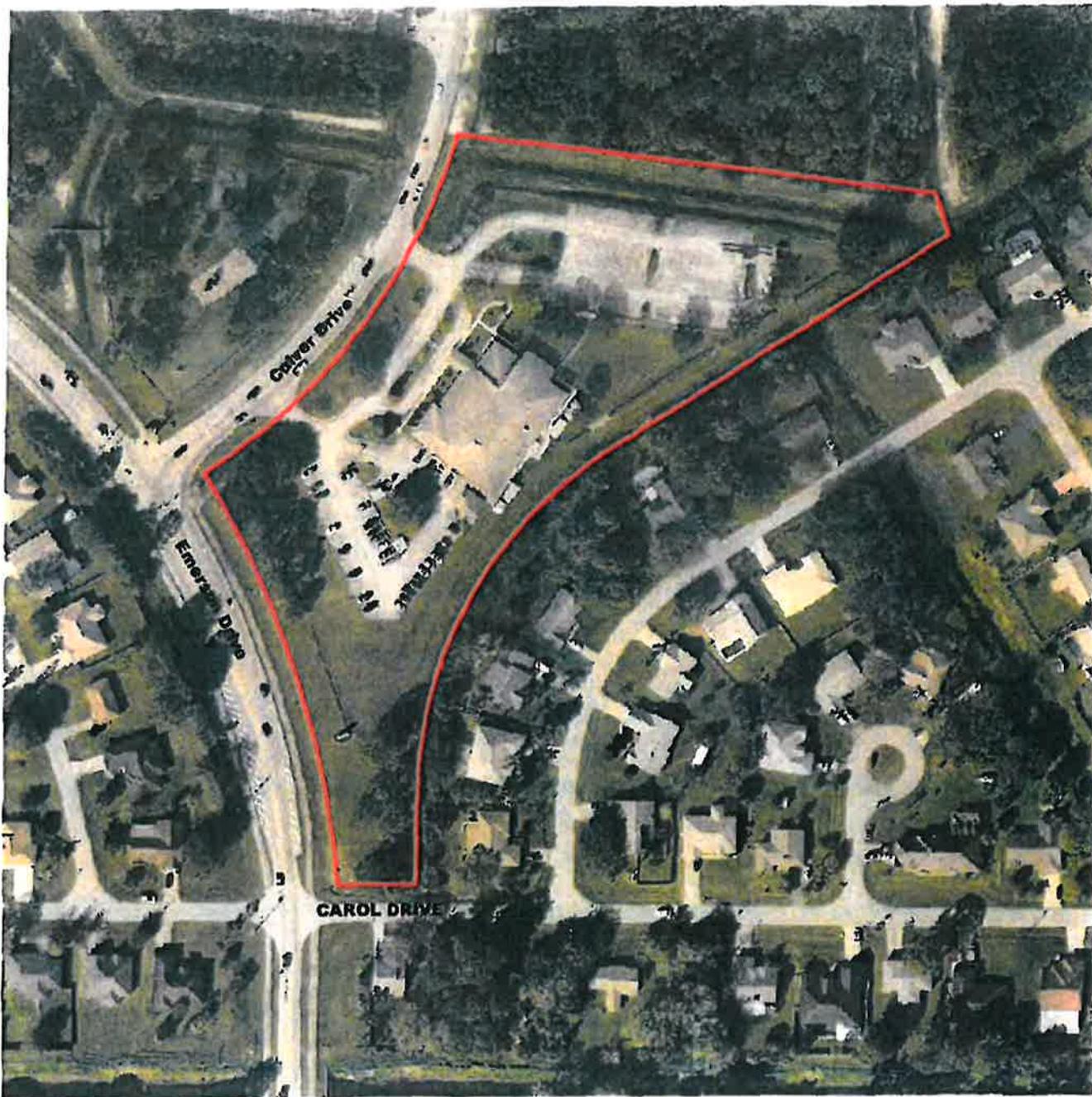
By: _____
Scott Ellis, Clerk

By: _____
Jim Barfield, Chair

As approved by the Board on _____, 2016

(SEAL)

EXHIBIT "A"
Greater Palm Bay Senior Center
1275 Culver Drive NE
Palm Bay, FL 32907



2015 Aerial

Brevard County Parks and Recreation

2725 Judge Fran Jamieson Way
Viera, FL 32940

0 50 100 Feet



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

Exhibit "A"
Greater Palm Bay Senior Center
Legal Description

Tract L of THE FIRST PLATT OF PORT MALABAR UNIT TWENTY-ONE
As recorded in Plat Book 24, Pages, 5 thru 11 of the Public Records of Brevard County, Florida

EXHIBIT "A"

Palm Bay Regional Park

1951 NW Malabar Road
Palm Bay, FL 32907



Brevard County Parks and Recreation

2015 Aerial

0 250 500 Feet

2725 Judge Fran Jamieson Way
Viera, FL 32940



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

Exhibit "A"
Palm Bay Regional Park
Legal Description

OVERALL DESCRIPTION

A parcel of land lying in Section 33, Township 20 South, Range 36 East, Brevard County, Florida being the Northwest one-quarter of said Section 33 and the North 1174.40 Feet (measured at right angles) of the Southwest one-quarter of said Section 33, less and except the East one-quarter of the Northeast one-quarter of the Northwest one-quarter of said Section 33 and less canal and road Right-of-Way. Containing 200.000 acres more or less and being more particularly described as follows:

Commence at the Southwest corner of said Section 33; thence run N 0° 30' 04" E along the West line of said Section 33, a distance of 1464.93 Feet; thence run N 09° 43' 06" E a distance of 69.01 Feet to the East line of a canal Right-of-Way (130' width) and the Point of Beginning;

Thence run N 0° 30' 04" E along said canal Right-of-Way a distance of 3701.54 to the South line of a canal Right-of-Way (225' width); thence run N 09° 42' 17" E a distance of 2239.39 Feet;

thence run S 0° 37' 05" W a distance of 1207.49 Feet; thence run N 09° 42' 41" E a distance of 254.95 Feet to the West line of a canal Right-of-Way (150' width); thence run S 0° 36' 34" W along said canal Right-of-Way line a distance of 229.72 Feet to the Northern Terminus of a road Right-of-Way (100' width); thence run S 09° 42' 17" W along said road Right-of-Way a distance of 100.01 Feet; thence run S 0° 36' 34" W along the West line of said road Right-of-Way a distance of 1094.30 Feet; thence run N 09° 43' 06" E a distance of 10.00 Feet to the West line of said road Right-of-Way; thence run S 0° 36' 34" W along said road Right-of-Way, a distance of 1174.55 Feet; thence run S 09° 43' 06" W a distance of 2405.00 Feet to the Point of Beginning.

Exhibit "C"

Palm Bay Regional Park Equipment List

1. Sod Cutter – PBRP – PR# 607-0319
2. Buffalo Pull Behind Blower – PBRP – PR# 607-0324
3. 3 – Stihl Weedeaters – PBRP – No PR#
4. Stihl Back Pack Blower – PBRP – No PR#
5. 2 Stihl Hand Held Blowers – PBRP – No PR#
6. Gas Powered Air Compressor -- 5 hp – PBRP – PR# 503-0233
7. Craftsman Generator – PBRP – No PR#
8. Craftsman Mitre Saw – PBRP – No PR#
9. Delta Table Grinder – PBRP – No PR#
10. Stihl M5250 Chainsaw – PBRP – No PR#
11. 5 Carry Alls – PBRP – PR#'s 345-0778, 345-0779, 345-0786, 345-0951, 345-1070.
12. 3 - 72" Toro Groundsmaster Mowers - PBRP - PR# - 604-0794, 604-0854, 604-0924
13. 4500 Toro Groundsmaster – PBRP – PR# 604-0888
14. 2 John Deere Tractors - PBRP - PR#'s 409-0246 & 409-0283
15. 2 Toro Sand Pros - PBRP - PR# - 604-0858 & 604-0975
16. Stihl Extension Saw – PBRP – No PR#
17. Generac Pressure Washer -- PBRP – No PR#
18. Snapper Push Mower – PBRP – No PR#
19. Stihl Pole Saw – PBRP – No PR#
20. Stihl Stick Edger – PBRP – No PR#
21. 2 Walk Behind Edgers – PBRP - No PR#
22. 2 Aerators – PBRP – PR# 432-0642 (tiller) & 432-0470
23. Toro Triplex Mower – PBRP - PR# 604-0965
24. 2 Toro 5-gang Mowers – PBRP – PR# 604-1015 & 604-1049
25. Toro Paint Sprayer – PBRP – PR#
26. An equipment trailer – PBRP - PR# 343-0648
27. Gym Floor Machine – PBRP -- PR# 601-0093
28. Stihl Chainsaw – PBRP – No PR#
29. Ice Machine – PBRP – PR# 881-0223
30. Ice Machine - TWCC – PR# 881-0219
31. AED – TWCC – PR# 776-1308
32. Garland Stove – TWCC – No PR# - part of bldg.
33. Refrigerator – TWCC - NO PR# - part of bldg.
34. Freezer - TWCC - No PR# - part of bldg.
35. Volleyball Equipment for TWCC Gym – No PR# - part of bldg
36. Gym Floor Covers and Racks -- PR# 713-0387
37. Community Center Tables/Chairs & Caddies - No PR#
38. Fueling Station System – PR# 431-0182
39. Air Hockey Table – PR# 706-0202
40. Soccer Goal – PR# 710-0889
41. Shed 20 x 21 – PR# 710-0944

Exhibit "C"

42. Shed 10 x 12 - PR# 710-0984
43. Shed 12 x 24 - PR# 710-1080
44. Shed 10 x 10 - PR# 710-1206
45. Carport 20 x 20 - PR# 710-1229
46. Carport 40 x 20 - PR# 710-1230
47. Shed 10 x 14 - PR# 710-1232
48. Shed 12 x 24 - PR# 710-1260
49. Shed 10 x 12 - PR# 712-0073
50. Fuel Tank System above ground - PR# 431-0182

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT ("Second Amendment"), is made and entered into this ___ day of _____, 2016 ("Effective Date"), by and between the BOARD OF COUNTY COMMISSIONERS, BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County", the DISTRICT BOARD OF TRUSTEES for EASTERN FLORIDA STATE COLLEGE f/k/a BREVARD COMMUNITY COLLEGE, hereinafter referred to as "College", The CITY OF PALM BAY, a Florida municipal corporation organized under the laws of the State of Florida, hereinafter referred to as "City"; and the SCHOOL BOARD OF BREVARD COUNTY, FLORIDA, a public corporation and governing body of the school district of Brevard County, hereinafter called "Board" (the County, the College, the City, and the Board, collectively the "Parties").

WITNESSETH

WHEREAS, the Parties previously entered into an Agreement dated February 26, 2002 (the "Agreement") for the use, development, maintenance and operation of the Palm Bay Aquatic Center (the "Aquatic Center");

WHEREAS, the Parties amended the Agreement by that certain Amendment to Agreement dated May 20, 2003 (the "First Amendment");

WHEREAS, the Agreement requires the County to operate, maintain, schedule, and supervise the Aquatic Center;

WHEREAS, the County desires to perpetually assign to the City the duty to operate, maintain, schedule, and supervise the Aquatic Center;

WHEREAS, the City is willing to perpetually assume the County's duty under the Agreement to operate, maintain, schedule, and supervise the Aquatic Center on the condition that the County provides funding to the City at an agreed upon level for a term of five (5) years from the Effective Date hereof, as provided for in the Interlocal Agreement between the City and the County dated _____, attached and incorporated herein as Exhibit A;

WHEREAS, the County desires to forfeit certain rights to use and allow third parties to use the Aquatic Center under the Agreement, and the County desires to be released from certain duties under the Agreement; and

WHEREAS, the Parties desire to further amend the Agreement, as modified by the First Amendment.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed between the Parties as follows:

1. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.
2. Section 2.G. of the Agreement is deleted in its entirety and replaced with the following:

“The County shall provide funding to the City at the amounts agreed upon by the County and the City for a term of five (5) years from the Effective Date of the Second Amendment hereto. It is hereby agreed and understood that the City will be responsible for the operation, maintenance, scheduling of the Aquatic Center; provided, however, that the City shall be released from the duty to operate, maintain, schedule, and supervise the Aquatic Center if the County fails to provide funding to the City at the amounts agreed upon by the County and the City.”

3. Section 2.H. of the Agreement is deleted in its entirety and replaced with the following:

“Capital improvement costs shall be shared on a matching basis by the College, the City, and the Board.”

4. Section 2.J. of the Agreement is deleted in its entirety and replaced with the following:

“Scheduling requests by the School District for practices and competitive meets shall be arranged pursuant to a Joint Use Agreement between the City and the Board. The College’s instructional program, City’s leisure programs, and the Board’s competitive athletic program shall have priority for scheduling. A steering committee consisting of a representative of the College, the City and the Board will resolve scheduling issues when applicable. The Aquatic Center shall be operated and maintained for the enjoyment of the residents and visitors of Brevard County. The Parties agree to make use of the Aquatic Center available to all County residents and visitors with no differential in fees.”

5. All references to the County in Section 3 of the Agreement are hereby deleted. The County shall have no further rights to use the Aquatic Center, and the County shall have no further rights to allow third parties to use the Aquatic Center.

6. The Parties acknowledge and agree that the County has issued, and there remain outstanding, certain debt obligations (the “Bonds”), the interest income of which is exempt from federal income tax and the proceeds of which were used to finance certain costs of the Aquatic Center. The City, College, and Board covenant and agree to comply with all applicable Internal Revenue Code provisions, Income Tax Regulations and other federal tax policies, procedures and rules with respect to the use and operation of the Aquatic Center in order to maintain the tax-exempt status of the Bonds. Without limiting the generality of the foregoing, so long as the Bonds are outstanding, the City, College, and Board shall not enter into any lease, management agreement, service contract or other similar instrument with respect to the operations or use of the Aquatic Center nor will they sell or otherwise transfer any ownership interest in the Aquatic Center without the prior written consent of the County, which consent shall not be unreasonably

withheld. To the extent that the Internal Revenue Service or other federal agency audits or examines the Bonds, the City, College, and the Board shall indemnify the County for all fees, costs and expenses the County may incur with respect to such audit, including but not limited to, staff time and attorneys' fees and costs. If as a result of an audit or examination of the Bonds, it is determined that the interest income from the Bonds is subject to federal income tax or if a settlement is entered into with respect to any audit of the Bonds, the City, College, and Board will be responsible for all amounts due and payable with respect thereto, including but not limited to, taxes, additional interest cost, penalties and any other costs required to be paid in connection therewith."

7. All other terms and conditions of the Agreement, as modified by the First Amendment, shall remain in full force and effect.

ATTEST:

CLERK TO THE BOARD

By: _____
Scott Ellis, Clerk

CITY OF PALM BAY

By: _____
William Capote, Mayor

WITNESS:

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

By: _____
Jim Barfield, Chairman
As Approved by the Board on January 26, 2016

**SCHOOL BOARD OF BREVARD COUNTY,
FLORIDA**

By: _____
Amy Kneessy, Chair

WITNESS:

**EASTERN FLORIDA STATE COLLEGE
f/k/a BREVARD COMMUNITY COLLEGE**

By: _____
Summit Shah
Chair, District Board of Trustees

WITNESS:

Please call Melissa V52511 when ready for pick up. Thanks!

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor: City of Palm Bay	
2. Fund/Account #:	3. Division Name: Parks and Recreation Department – South Area
4. Contract Description: Second Amendment to the Agreement with the City of Palm Bay for the Palm Bay Aquatic Center	
5. Contract Monitor: Carol Gerundo	6. Mail Stop #: 76
7. Dept./Office Director: Jack Masson	8. Class Code:
ACTION DATE: Upon Receipt	ACTION REQUIREMENT: Approval Signature

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	X	_____	JM	12/30/2015
Risk Management	✓	_____	[Signature]	12/31/15
County Attorney	_____	_____	_____	_____

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will then forward the Initial Contract Form to Information Systems Division and the contract will be entered into the contract Monitoring System. This initial entry will generate an entry on your monthly contract report and the first report will always show a "Required Action" for the contract. See BC-20 for additional information.

Please call Melissa X52517 when ready for pick up. Thanks!

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

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User Agency	X		JM	12/30/2015
Risk Management				
County Attorney	✓		*Please see attachment*	12/30/15

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**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

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4. Contract Description: Interlocal Agreement with the City of Palm Bay for the conveyance of Palm Bay Regional Park and the Greater Palm Bay Senior Center			
5. Contract Monitor: Carol Gerundo			6. Mail Stop #: 76
7. Dept./Office Director: Jack Masson			8. Class Code:
ACTION DATE: Upon Receipt		ACTION REQUIREMENT: Approval Signature	

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	<u>YES</u>	<u>NO</u>		
User Agency	<u>X</u>	_____	<u>JM</u>	<u>12/30/2015</u>
Risk Management	<u>✓</u>	_____	<u>[Signature]</u>	<u>12/30/15</u>
County Attorney	_____	_____	_____	_____

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User Agency	X	_____	JM	12/30/2015
Risk Management	_____	_____		
County Attorney	✓	_____	*please see attachment*	12/30/15

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Operations Plan

**Palm Bay Regional Park
Palm Bay Aquatics Center
Greater Palm Bay Senior Center**

January 2016



Operations Plan

Palm Bay Regional Park, Palm Bay Aquatics Center, Greater Palm Bay Senior Center

<u>Title</u>	<u>Page</u>
Summary and Background for Operations Plan	1
Executive Summary	1
Mission Statement	1
Department Information	2
Growth Highlights	2
Services	2
Summary of Future Plans	3
Market Analysis	3
Our Target Market	3
Organization & Management	4
Organizational Structure	4
Key Employee Information Summary	4
Funding Request	5
Financial Projections	6
Historical Financial Data	6
Prospective Financial Data	6
Appendix A - Resumes	
Appendix B – Agenda Report, Brevard County Board of County Commissioners	

Summary and Background for Operations Plan

Brevard County staff and City of Palm Bay Parks and Recreation representatives held numerous meetings to discuss and negotiate contractual language to facilitate a seamless transition, contingent upon both The Brevard County Board of County Commissioners and City Council approval, for the conveyance of Palm Bay Regional Park and the Greater Palm Bay Senior Center. Property for the 200 acre Palm Bay Regional Park was conveyed to Brevard County by the City of Palm Bay in 1990. Initially developed through various grant sources, the majority of the current improvements in the Park were constructed through funding from the 2000 and 2006 voter approved Parks Referendums.

The Greater Palm Bay Senior Center property (6.11 acres) was acquired by Brevard County in 1972. The Senior Center was constructed in 1989 and is leased to and operated by Greater South Brevard Senior Citizen Center, Inc., a not for profit organization. The City of Palm Bay has indicated that it will continue to lease the Senior Center to the Greater South Brevard Senior Citizen Center, Inc.

The Palm Bay Aquatic Center was constructed on the campus of Eastern Florida State College in Palm Bay with a four (4) agency partnership by the College, the City of Palm Bay, the School Board of Brevard County and the Board of County Commissioners. The 2000 voter approved Parks Referendum was the funding source of the County's financial participation. Approval of the Second Amendment removes the Board of County Commissioners from this agreement and will require the execution of the three (3) remaining agencies at their subsequent public meetings for the execution of a new, three (3) agency agreement. Eastern Florida State College is the owner of the Palm Bay Aquatic Center, however; the City of Palm Bay shall assume the County's obligation to operate and maintain the Aquatic Center. This final agreement (second amendment to the Agreement) may be revised by the remaining three (3) agencies but no additional duties and responsibilities shall be assumed by the Board of County Commissioners outside of those herein provided by the agreement.

The following information is provided for the City of Palm Bay Parks and Recreation Department, and includes evidence to the ability of the City / Department to operate said facilities through experience and fiscal responsibility.

Executive Summary

Mission

It is our mission "To provide parks and recreation facilities which provide places for the residents of the community to learn, play, and to preserve the natural resources and beauty of the City of Palm Bay".

Department Information

With 46 employees, Palm Bay Parks and Recreation is a Nationally Accredited Parks Department in a field of over 5000 agencies.

The Parks and Recreation Department is responsible for organizing and running civic and cultural events throughout the year, including: Palm Bay Play Day, Food Truck Wars, Palm Bay Independence Day Celebration, Fall Fest and The Health First Palm Bay Hospital Holiday Light Parade to name a few.

The Palm Bay Community Center offers a range of classes for all age groups and fitness levels. In addition to classes, the Recreation staff hosts tournaments and cultural events, and runs a series of monthly activities including: Movies in the Park, Concert in the Park and Skate Jam.

The focus of the Parks & Recreation Department is to provide City residents with positive recreational experiences.

The City of Palm Bay is named a 2015 Playful City USA by the Kaboom! Foundation. This is the ninth year in a row that Palm Bay has been recognized for its commitment to playability for all children.

Growth Highlights

Over the past year, the Parks and Recreation Department has increased our number of athletic fields, adult baseball participants, special events, youth sports participation and more importantly than anything is that STAFF MORALE has increased dramatically!!!!!!

Services

The City of Palm Bay's Parks and Recreation Department's Core Services include:

- Delivering exceptional customer service internally and externally.
- Broadening and strengthening organizational efficiency and process.
- Providing a diverse offering of high quality leisure services and opportunities for all residents that promote a sense of community.
- Strengthening the Department's competencies in the fields of parks, recreation and facilities.
- Improving existing facility operations and maintenance to meet changing city needs while promoting good stewardship.
- Ensuring Palm Bay Parks and Trails improve the quality of life while leaving a legacy for future generations.
- Providing passive recreation and environmental educational opportunities and experiences for residents and visitors.
- Providing signature special events and amenities that promote tourism and establishes Palm Bay as a destination City.

Summary of Future Plans

There are 18 staff members (15 ½ FTE) currently employed by Brevard County at Palm Bay Regional Park and the Palm Bay Aquatic Center. These employees will be given the opportunity to apply and interview for employment with the City of Palm Bay.

Adoption of this Resolution declares the property is not needed for County purposes at this time and states the desire to enter into an Interlocal Agreement with the City of Palm Bay for the purposes of promoting public welfare, serving the public interest, and serving a public purpose. The Interlocal Agreement provides the terms between the City and County; the City will own the Park and Senior Center to use, operate, maintain, and improve for recreational use and public related activities; use of the park and Senior Center to be available to all residents and visitors with no differential in fees; reverter clause to the County if the City ceases to use the Park and Senior Center for public recreational; use and public related activities.

This request is consistent with the County's goal of conveying selected County owned parks within municipalities with no loss of service to the residents and visitors. In addition, this action allows the City to manage parks within their jurisdiction.

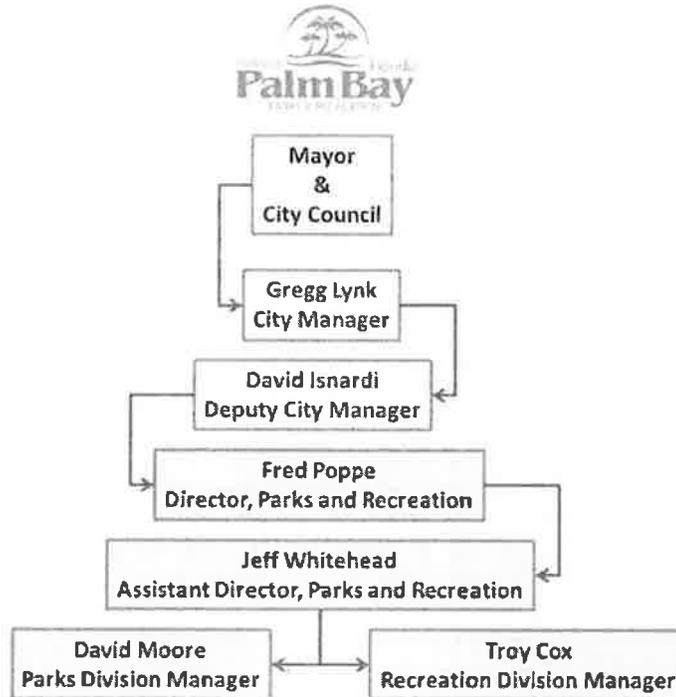
Market Analysis

Our Target Market

Our target market varies in Parks and Recreation and is based largely upon the activity or event being hosted. As our target market varies, so does its size. Our target market could vary from a few hundred households in neighborhoods surrounding an event to the entire City, County, Region or up to tens of thousands nationwide. Distinguishing characteristics of the target market will vary as well. The nature of the various activities and events sets the tone for the theme or character of the targeted market.

Organization & Management

Organizational Structure



Key Employee Information Summary

Fred Poppe, Director Parks and Recreation – Mr. Poppe possesses over 40 years of Parks and Recreation experience. He served as Assistant Parks and Recreation Director for The City of Palm Bay for over 31 years. Mr. Poppe worked for Brevard County Parks and Recreation Department as Recreation Superintendent for 9 ½ years, and returned to the City of Palm Bay in May of 2015 to serve as the Director of The Parks and Recreation Department. He possesses thorough knowledge of Municipal Budgeting, Park Planning, Marketing and Recreational Programming, Park Maintenance, Grant Writing, Facility Maintenance, Construction Management and Personnel Management. Strong attributes include being well connected to the Palm Bay community and possessing a wide resource base.

Jeff Whitehead, Assistant Director Parks and Recreation – Mr. Whitehead possesses over 25 years of Parks and Recreation experience. He served as Parks Supervisor for the City of Palm Bay from May 1990 to September 2000. From September 2000 to June 2015, Mr. Whitehead served in various capacities for Brevard County Parks and Recreation including South Area Parks Operations Manager, Golf Operations Manager, Maintenance Superintendent and Parks Supervisor III. He returned to City of Palm Bay in June of 2015 to serve as the Assistant Director of Parks and Recreation. Mr.

Whitehead played a role in the 2 Parks referendums passing (2000 & 2006) and was a key staff member in the construction of the facilities after voter approval.

Dave Moore, Parks Division Manager – Mr. Moore possesses over 13 years of Parks and Recreation experience. He served as Maintenance Superintendent for Brevard County Parks and Recreation Department from August 2002 to July 2015. His responsibilities included managing the maintenance of over 1,400 acres of developed park land, 400,000 sq. ft. of buildings, and 400 acres of athletic fields. Mr. Moore developed and administered a \$5 million annual maintenance and operating budget. He played a key role in recruitment of new personnel, training of supervisors/staff, evaluations, safety program implementation, and enforcement of policies and procedures established by Brevard County.

Troy Cox, Recreation Division Manager – Mr. Cox possesses over 41 years of Parks and Recreation experience. He is certified by the National Recreation and Parks Association and the Florida Recreation and Parks Association as a Recreation & Parks Professional. Mr. Cox is a graduate of FRPA 2012 Emerging Leadership Institute Program. He possesses strong organizational skills, public relations and marketing skills. He is well versed in developing/managing creative Recreational Programs and Special Events. Mr. Cox was a Certified National Youth Sports Coaches Association Clinician and Instructor from 1980-1999 and is the Founder and Director of the Florida Space Coast Baseball League from 1980 to present.

Funding Request

In consideration of the City's agreement to maintain and operate the Senior Center, Regional Park, and Palm Bay Aquatic Center, the County shall pay to the City the gross amount of \$2,955,976.00 in accordance with the following payment schedule (the "Payment Schedule"):

- On or before February 29, 2016, the City shall receive payment from the County in the amount of \$502,235.00.
- On or before October 31, 2016, the City shall receive payment from the County in the amount of \$313,897.00.
- On or before March 31, 2017, the City shall receive payment from the County in the amount of \$439,456.00.
- On or before October 31, 2017, the City shall receive payment from the County in the amount of \$236,165.00.
- On or before March 31, 2018, the City shall receive payment from the County in the amount of \$330,631.00.
- On or before October 31, 2018, the City shall receive payment from the County in the amount of \$236,165.00.
- On or before March 31, 2019, the City shall receive payment from the County in the amount of \$330,631.00.

- On or before October 31, 2019, the City shall receive payment from the County in the amount of \$236,165.00.
- On or before March 31, 2020, the City shall receive payment from the County in the amount of \$330,631.00.

Financial Projections

All funds paid by the County to the City to maintain and operate the Senior Center, Regional Park, and Palm Bay Aquatic Center shall be used solely for the operation and maintenance of said facilities.

For each calendar year that the County is paying to the City, the City shall provide Financial Reports to the County detailing the expenditure of the funds which have been provided by the County to the City for the continued operation and maintenance of the Property and Aquatic Center. Financial Reports shall be delivered to the County no later than the thirtieth (30th) day after each payment of funds to the City.

All equipment conveyed by the County to the City to maintain and operate the Senior Center, Regional Park, and Palm Bay Aquatic Center shall be used solely for the operation and maintenance of said facilities.

Historical Financial Data

Brevard County Parks and Recreation has indicated that the generated revenues for the 3 facilities in 2013/2014 was \$410,607.00

Prospective Financial Data

Brevard County submitted a total of \$1,371,535.00 as operating expenses for the 3 facilities and \$410,607.00 as revenue for the same 3 facilities leaving a \$960,928.00 difference. This difference in operating expenses will be eliminated by the funds received from Brevard County and the increase in the level of service via more classes/programs, athletic tournaments, sponsorships/partnerships, and Special Events. The City of Palm Bay has hired a Special Events Coordinator to ensure more special events are scheduled and taking place in Palm Bay. In support of acquiring the 3 facilities and all the plans for generating more revenue and expanding services in the City of Palm Bay, Palm Bay City Council on January 19, 2016, approved allocating necessary funds to ensure the 3 facilities continue to operate accordingly.



Operations Plan

Palm Bay Regional Park, Palm Bay Aquatics Center, Greater Palm Bay Senior Center

Appendix A

(Key Staff Resumes)

Fred Poppe

40+ Years Parks and Recreation Experience

City of Palm Bay

Assistant Director of Parks and Recreation

Acting Director on 3 Occasions

July 1974 – September 2005

Brevard County

Recreation Superintendent – South Area

December 2005 – May 2015

City of Palm Bay

Director of Parks and Recreation

May 2015 – Present

Thorough Knowledge in the Following Areas

Municipal Budgeting

Park Planning

Marketing and Recreational Programming

Park Maintenance

Facility Maintenance

Grant Writing

Construction Management

Personnel Management

Attributes

Well connected in the Community

Wide Resource Base

JEFF WHITEHEAD

553 Sioux Ave. * Melbourne, 32935 * (321.369.8633)

Jeff.Whitehead@palmbayflorida.com

EXECUTIVE SUMMARY

Commitment / Leadership / Integrity

A proven visionary and strategic leader that translates business strategies into successful programs and projects with the best interest of the public, internal customers, employees and management. An expert in enhancing TEAMWORK; developing recreational programs and preventive maintenance procedures; improving customer's experiences through outstanding customer service; and managing a budget. Dedicated to providing the best customer service to all internal and external customers by finding a way to achieve the desired results.

AREAS OF EXPERTISE

- Budget Preparation/Management
 - Operations Management
 - Communication (Verbal, Written and Listening)
 - Park Design
 - Athletic Field Design, Construction and Maintenance
-

PROFESSIONAL EXPERIENCE

City of Palm Bay, FL / Parks and Recreation

Parks Supervisor (1990-2000)

- Led senior management and subordinates to a higher level of customer service and partnership involvement, standardization of management practices and project governance
- Managed hundreds of acres of park property, staff, budget, purchasing responsibilities, enforcement of rules, policies and procedures, and park design.
- Developed strategies to improve maintenance techniques and improve efficiency.

ACHIEVEMENTS:

- Substantially reduced operating expenses through bulk buying and consolidation of materials while drastically improving performance and customer service.
- Obtained certification 3 times as a National Playground Safety Inspector.
- Hosted local, County, Regional, and State baseball tournaments based on consistent and exceptional playing conditions and customer service.
- Never overspent operating budget in my 10 years as Parks Supervisor as the level of service increased throughout our operations.
- Launched the first successful volunteer program for our maintenance operations.

Brevard County Board of County Commissioners / Parks and Recreation Dept.

Parks Maintenance Superintendent (2000-2004)

- Managed a \$14 million maintenance budget which included 170 employees without ever overspending.
- Implemented a TEAM approach to the vast responsibilities of a large Parks and Recreation Dept.
- Assisted in the development of a Parks Referendum that addressed the various recreational needs of a highly diversified county.
- Structured job descriptions to create initiative and offer all employees the opportunity for advancement.

- Launched a playground safety training program that educated all supervisors and staff the importance of being thorough and focused when inspecting playgrounds.

ACHIEVEMENTS:

- Established and maintained great rapport and working relationships with all 5 County Commissioners, the County Manager, The Sheriff, Fire Chief, and numerous Department Directors. This allowed me to drastically expand my resources and accomplish tasks that were out of the ordinary.
- Named Employee of the Month 15 times in 4 years.
- Recertified as a National Playground safety Inspector.
- Never overspent approved operating budget.

Parks Operations Manager (2004-2008)

- Managed a \$21 million budget and over 300 employees while never overspending the budget and improving efficiency.
- Worked closely with FEMA following the 2004 hurricanes.
- Hosted numerous meetings of Referendum Committees to ensure proper procedures were established and adhered to.
- Prepared regular agendas for the Board of County Commissioners related to operations.
- Worked with all regulatory agencies to ensure compliance was achieved and maintained.
- Established our overall operations as the standard for the various divisions of Brevard County Parks and Recreation Department.

ACHIEVEMENTS:

- Construction of numerous parks which included boat ramps, athletic fields, Community Centers, tennis courts, basketball courts, playgrounds, hiking/biking trails, swimming pool, amphitheater, Equestrian Center, Senior Center, observation decks, mitigation of wetlands and much more.

- Trusted by all County Commissioners, upper management, superiors, and staff to make the best decision with Brevard County's best interest as the top priority.
- 4 years of successful youth camps, holiday camps, youth leagues, adult leagues and special events.

Golf Operations Manager (2008-2010)

- Performed all marketing and promotions for 3 County golf courses.
- Implemented new policies and procedures that enhanced operations.
- Established new standards related to the way outside contractors maintained the 3 golf courses.
- Negotiated new contracts with the maintenance vendor and golf cart supplier that were beneficial to Brevard County.
- Held the 3 Golf Course Managers to higher standards than previously expected.

Parks Supervisor III (2010-2015)

- Responsible for all aspects of operation for the largest land usage (400 acres) in Brevard County.

ACHIEVEMENTS:

- Hosted the Brevard County Fair, Runaway Country Music Festival, Cole Brothers Circus, Vietnam Veterans Reunion, Strawberry Festival, India Festival, and many other large company functions.
- Established a TEAM approach with maintenance staff and Park Rangers to enhance our communications and productivity.
- Improved the overall condition of the park by prioritizing the needs identified by staff and customers.
- Spearheaded the installation of sewer lines to our campground facility which increased our service of 88 sites with water and electric to 134 full hook-up sites.

City of Palm Bay, FL / Parks and Recreation

Assistant Parks and Recreation Director (2015-present)

- Established a TEAM approach to all aspects of operations.
 - Assisted in preparation of land acquisition from Brevard County.
 - Identified expectations of athletic field maintenance, playgrounds and restrooms.
 - Established positive morale which increased productivity, initiative and passion for our industry!!!
-

PROFESSIONAL ORGANIZATIONS AND AFFILIATIONS

National Recreation and Parks Association (over 22 years)

Florida Recreation and Parks Association (over 22 years)

PGA of America (2.5 years)

National Playground Safety Institute (15 years)

Little League of America (over 22 years)

United Way (19 years)

National Golf Foundation (2.5 years)

EDUCATION

Associate of Arts Degree – Valencia Community College, Orlando, FL

Bachelor of Science in Public Administration – Warner Southern College, Lake

Wales, FL

HOBBIES

Golf

Fishing

Camping

Little League Baseball

High School Baseball

Archery

SUMMARY

I am a 25 year veteran of Parks and Recreation in Brevard County. I have obtained a vast amount of knowledge pertaining to government guidelines and operating procedures. My dedication to the field of Parks and Recreation is extraordinary and I have established a strong reputation as being a leader who is very approachable. I do not compromise in customer service, TEAMWORK, quality of the job at hand or my work ethics. I welcome the opportunity to discuss future employment possibilities within your company/organization. Thank you!

David L. Moore

1776 Sophias Drive Unit 303, Melbourne, Florida 32940
E-mail: guardian4@live.com Phone: (321)368-2539

Experience **Brevard County Parks and Recreation,** **August 2002 -**
Melbourne, Florida **Present**
Maintenance Superintendent

- Dedicated and proven leader of Brevard County's largest parks operations area.
- Responsible for planning, directing and managing maintenance operations of 1400 acres of developed parks, 400 thousand square feet of buildings and 400 acres of athletic fields.
- Development and administration of 5 million dollar annual maintenance and operations budget.
- Recruitment, training, supervision, evaluation, development and discipline of 65 personnel in accordance with negotiated agreements and county policy and procedures.

United States Coast Guard, Cape **March 1981 - August**
Canaveral, Florida **2002**
Engineering Officer, Machinery Technician

- Responsible for oversight of all engineering personnel, operations and equipment including HVAC, emergency generators, electrical systems and engine systems.
- Implemented computerized inventory and preventative maintenance programs of C.G. Station Port Canaveral vessels, buildings, pier equipment and machinery.
- Post 911 implementation of security measures and operational restructuring.

Education **OSHA Level II, Brevard County, Florida** **- July 2013**
Hazardous Materials Operation

Department of Environmental Protection, Brevard **- October**
County, Fl. **2006**
Storm Water Management Inspector

Employee Development Program, Brevard County, Florida 2003 - 2004
Management Certification

EPA/OSHA/CDC, Brevard County, Florida - September 2005
Mold Assessment and Remediation in Buildings

U.S.C.G. Leadership Development Center, New London, Ct. December 1998
Leadership and Management

Transportation Safety Institute, Oklahoma City, Ok. May 1997
Transportation of Hazardous Materials

U.S.C.G. Training Center, Yorktown, Va.

- August 2000 Computerized Inventory and Maintenance
- June 1997 Engineering Administration
- January 1993 Hydraulic Systems and Equipment
- March 1987 Federal Law Enforcement Officer Certification

North Fulton High School, Atlanta, Ga. 1981
High School Graduate

Skills

- Received Commandant's Letter of Commendation upon retirement for 21 years of faithful and meritorious service.
- Formal training and experience in the principles and repair of HVAC, electrical systems, plumbing, carpentry, masonry, painting, welding, diesel and gasoline engines, pumps and irrigation systems.
- Proven record of performing multiple tasks under pressure.
- Excellent customer service skills and a proven ability to build relationships with all stakeholders.
- Decisive, creative and innovative leader with a proven record of building successful teams.

**RESUME OF
TROY COX, CPRP
(Theodore Jackson Cox III)
1314 Gillott Street NW
Palm Bay, Florida 32907-7984**

Home: (321) 733-4807
Email: americansbaseball@cfl.rr.com

OBJECTIVE:

I seek a responsible, challenging Director position utilizing my background and experience as a Certified Parks & Recreation Professional (CPRP) with National Recreation & Parks Association as to be mutually beneficial to the organization, the community, and my family.

QUALIFICATIONS:

Current Job Status: I am currently employed with Brevard County Parks & Recreation-South Area as a Recreation Coordinator for Athletics & Sports since July 26, 2008.

- 41 yearsrs Parks & Recreation Administration, Leisure Services, Athletics & Special Events
- Certified NRPA/FRPA Recreation & Parks Professional (CPRP)
- FRPA Graduate of the 2012 Emerging Leadership Institute Program
- Graduate of Brevard County Excellence in Leadership Program-July 2015
- Honors Graduate of Brevard County Employee MGMT Development Program for Leaders
- Highly competent professional with outstanding work record and accomplishments
- Strong skills in organization, public relations and marketing
- Well versed in developing/managing creative Recreation Programs & Special Events
- Experienced liaison with Recreation Partners--Youth & Adult Organizations
- Extensive work experience in supervising volunteers and staff /contract employees
- Positive Leader, communicator, and motivator
- Extremely organized and thorough: including budgets, planning and administration
- Certified Public Manager Program-CPM Levels I, II, & III
- Developed, organized, supervised youth & adult recreation programs, leagues, and events
- Managed Parks & Recreation Division with over 100 employees
- Charter Member of National Youth Sports Coaches Association since 1980
- Certified NYSCA Clinician and Instructor 1980-1999
- Member of Florida Sports Foundation Advisory Board for Sports 2003-2008
- Member of Roy Hobbs Baseball National Advisory Committee since 1991 to present
- Florida Recreation & Parks Association's (FRPA) State Athletic Chairman (1980-1984)
- FRPA State Athletic Vice Chairman (1979), and FRPA member since 1978 to present.
- Invited Guest Speaker at the Annual FRPA State Conference (1980-1984)
- Served as FRPA State Flag Football Chairman (1981-1986), active member 1978-2003
- Served as Advisor for the Florida Flag Football League since 2009 to present.
- Program Director, Palm Bay Superstars Events (1979-1984) & (1996-2001)
- Founder and Director of the Florida Space Coast Baseball League since 1980 to present
- Founder and Team Manager of the Americans Baseball Club since 1980 to present

- Inducted Member of 5 separate Sports Hall of Fames

EXPERIENCE: City Of Palm Bay, Florida (105,000+)

* July 26, 2008-June 1, 2015.....Recreation Program Coordinator for Brevard County Parks & Recreation-South Area

* May 29, 2007-August 4, 2008..... Adminstrative Coordinator for Police Athletic League-City of Palm Bay Police Dept.

* Apr 16, 2005-May 25, 2007 ... Lead Recreation Supervisor managing Recreation Division and "designated alternate" for Parks & Recreation Director.

*October 1988-April 2007 ... Recreation Supervisor, City of Palm Bay

*January 1985-Sep 1988Attended College, University of Central FL

* June 1978-Dec 1984 ... Athletic Programmer, City of Palm Bay

EDUCATION:

- 1997 ... B.A. of Business Administration: ROLLINS COLLEGE
- 1975 ... A.S. of Business Administration: SOUTH GEORGIA COLLEGE
- Regular attendance at Conferences, Seminars, & Classes for CEUs for Professional Certification

REFERENCES UPON REQUEST



Operations Plan

Palm Bay Regional Park, Palm Bay Aquatics Center, Greater Palm Bay Senior Center

Appendix B

**(Agenda Report, Brevard County Board of
County Commissioners)**