

Meeting Date
5/26/16



AGENDA	
Section	Consent
Item No.	II B 2

**AGENDA REPORT**  
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval, RE: Interlocal Agreements (2) with the City of Titusville (1) for participation in the construction of a splash park for Sand Point Park and (2) permission to construct a BMX track in Marina Point Park – District 1  Fiscal Impact: Payment of \$35 000 to the City of Titusville
DEPT/OFFICE:	Community Services Group / Parks and Recreation Department

Requested Action:

It is requested the Board of County Commissioners approve and authorize the Chairman to execute two Interlocal Agreements with the City of Titusville and to sign all necessary budgetary documents related to these agreements.

Summary Explanation & Background:

The Titusville City Council has approved the construction of a splash park for Sand Point Park. This \$411,000 project will be cooperatively funded by numerous sources, including, but not limited to, the City of Titusville, Titusville Kiwanis and Rotary Clubs, private donors and businesses. Brevard County Parks and Recreation has been requested to financially participate in the construction of this project and we are recommending \$35,000 from our Parks Referendum. The City will be responsible for the design, construction administration and all future operation and maintenance of this splash park.

In addition, the Council has desires to operate and maintain a portion of Marina Point Park for the design and construction of a Bicycle Motor Cross (BMX) Track. The City will be responsible for the cost of the design and construction, and will be responsible for all future operational and maintenance expenses of this BMX Track.

Both projects will provide additional leisure opportunities to the residents and visitors of the City of Titusville and North Brevard County.

Clerk to the Board Instructions:

Exhibits Attached: Amendment

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



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

May 27, 2016

**MEMORANDUM**

**TO:** Jack Masson, Parks and Recreation Director

**RE:** Item II.B.2., Interlocal Agreements with City of Titusville for Participation in the Construction of a Splash Park for Sand Point Park and Permission to Construct a BMX Track in Marina Point Park

The Board of Commissioners, in regular session on May 26, 2016, approved Interlocal Agreements with the City of Titusville for participation in the construction of a Splash Park for Sand Point Park; granted permission to construct a BMX Track in Marina Point Park; and authorized the Chairman to execute the Interlocal Agreements and all necessary budgetary documents related to the Agreements. Enclosed are two executed Interlocal Agreements.

**Upon execution by the City of Titusville, please return the fully-executed Amendment to this office for inclusion in the official minutes.**

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/kp

Encls. (2)

cc: Contracts Administration  
Finance  
Budget

## INTERLOCAL AGREEMENT

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

### RECITALS:

**WHEREAS**, the parties entered into an Interlocal Agreement, dated July 21, 1992, hereinafter referred to as the "1992 Interlocal," to set forth the terms and conditions by which the District One Brevard County Recreation Municipal Service Taxing Unit would fund, operate, maintain, and program public recreational activities at certain parks and recreational facilities located within the boundaries of said District One Brevard County Recreation Municipal Service Taxing Unit; and

**WHEREAS**, the County has, as a condition of the 1992 Interlocal, operated and maintained all of Sandpoint Park; and

**WHEREAS**, the City desires to operate and maintain a portion of Sandpoint Park, as further described in Exhibit "A" and hereinafter referred to as "Property"; and

**WHEREAS**, the City shall construct a Splash Park on the Property; and

**WHEREAS**; the County desires to provide funds towards the construction of the Splash Park;

**NOW, THEREFORE**, in consideration of the covenants herein contained, it is mutually agreed between the parties 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. **EXCLUSION OF PROPERTY**. The Property shall be withdrawn as a recreational facility subject to the terms of the 1992 Interlocal, said Interlocal Agreement is incorporated herein as Exhibit "B". The County shall have no further obligation to maintain or operate the Property.
3. **COUNTY CONTRIBUTION OF FUNDS**. The County shall contribute \$35,000.00 towards the construction of the Splash Park. These funds shall be delivered to the City on or before July 1, 2016, and shall only be used for the construction of the Splash Park. In the event the Splash Park is not constructed on or before July 1, 2017, the City shall return the funds to the County on or before August 1, 2017.

4. **MAINTENANCE OF PROPERTY.** All maintenance and operational expenses, and any and all other expenses related to the Property shall be the responsibility of the City.

5. **ATTORNEY'S FEES.** In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fee and cost.

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

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

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

9. **ENTIRETY CLAUSE.** This Interlocal Agreement embodies the entire Interlocal 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.

10. **SEVERABILITY.** If any provision of this Interlocal 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.

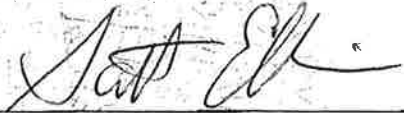
11. **NOTICE.** Notice under this Interlocal Agreement shall be given to the County by mailing written notice, postage prepaid, to the Brevard County Office of the County Manager, or designee, 2725 Judge Fran Jamieson Way, Viera FL 32940, and notice shall be given to the City by mailing written notice, postage prepaid to the City Manager, City of Titusville, P.O. Box 2806, 555 S. Washington Avenue, Titusville, Florida 32796.

12. **EFFECTIVE DATE.** As used herein, the term "Effective Date" shall mean the date on which the last of the 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.

13. **INDEMNIFICATION.** Neither party to this Agreement, its officers, employees or agents shall be deemed to assume any liability for the acts, omissions or negligence of the other party, its officers, employee or agents.

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

ATTEST:



By: Scott Ellis, Clerk of the Court

Reviewed for legal form and content:

\_\_\_\_\_  
Matthew Soss, Assistant County Attorney

ATTEST:

\_\_\_\_\_  
Wanda Wells, City Clerk

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA



By: Jim Barfield, Chairman

As approved by the Board May 26, 2016

THE CITY OF TITUSVILLE

\_\_\_\_\_  
By: James H. Tulley, Jr., Mayor

# Sand Point Park

## EXHIBIT A

### Splashpad



**Brevard County Parks and Recreation**

2725 Judge Fran Jamieson Way  
Viera, FL 32940

2015 Aerial



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