



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Community Services Group

J.4.

2/11/2020

Subject:

Approval, Re: Park Services Contract with OCI Florida, Inc. d/b/a Oliver Companies, Inc. for Parks Services and maintenance of Kennedy Point Park (District 1)

Fiscal Impact:

Approval of this action will result in a savings of approximately \$37,562 annually to North Area Parks Operations Fund 1010, Cost Center 250410.

Dept/Office: Parks and Recreation

Requested Action:

It is requested the Board of County Commissioners authorize the Chair to execute all related contracts upon Risk Management and County Attorney's approval and authorize the County Manager to execute necessary Budget Change Requests related to the Park Services Contract at Kennedy Point Park.

Summary Explanation and Background:

Kennedy Point Park is a 5.38-acre community river park featuring a paved shoreline walkway with bench seating; a boat ramp with a dock; pavilion, restrooms and a large parking area for both vehicles and boats.

Oliver Companies, Inc. approached the Parks and Recreation Department indicating its desire to enter into a partnership with the County to provide certain services which will elevate the appearance and maintenance of Kennedy Point Park. With the improvements to the Kennedy Point Marina and Yacht Club and the addition of a luxury hotel and convention center by Oliver Companies, Inc. the higher level of maintenance, potential park enhancements and advanced upkeep of the boat ramp facilitates will mutually benefit Oliver Companies, Inc., the citizens of Brevard as well as visitors who frequent the Titusville area, the Marina and the hotel.

Oliver Companies, Inc. will assume and be responsible for the costs associated with park maintenance. The Contract also provides for Oliver Companies, Inc. to be responsible for repairs and replacement costs up to \$1,000. If Oliver Companies, Inc wishes to make repairs and/or replacement items exceeding \$1,000 it will require written approval by the County.

Oliver Companies, Inc. recognizes and is amenable to providing routine maintenance of the Park in accordance with County standards to provide the citizens of Brevard County an enjoyable recreation experience at the Park. All amenities located at the Park will remain accessible to visitors and citizens of Brevard County. The term of the agreement is for ten-years with two additional five-year renewal terms.

The Park Services Contract requires the Chair to execute the contract due to possible costs associated with the contract. The Park Services Contract has been reviewed and approved by both the County Attorney's Office

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and Risk Management.

Clerk to the Board Instructions:

Please call Melissa at 321-350-9125 when the contract is ready for pick up.



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

February 12, 2020

MEMORANDUM

TO: Mary Ellen Donner, Parks and Recreation Director

RE: Item J.4, Park Services Contract with OCI Florida, Inc. d/b/a Oliver Companies, Inc. for Parks Services and Maintenance of Kennedy Point Park

The Board of County Commissioners, in regular session on February 11, 2020, authorized the Chair to execute all related contracts upon Risk Management and County Attorney's approval; and authorized the County Manager to execute any necessary Budget Change Requests related to the Park Services Contract at Kennedy Point Park. Enclosed is a fully-executed Contract.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe

Tammy Rowe, Deputy Clerk

/cmw

Encl. (1)

cc: Contracts Administration
Budget
Finance



Brevard County
Parks and Recreation Department



Park Services Contract

OCI Florida, Inc., d/b/a Oliver Companies, Inc.

Kennedy Point Park
4915 S. Washington Avenue, Titusville, Florida 32780

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Park Services Contract



This **Park Services Contract** (hereinafter "Contract") is made 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 **OCI Florida, Inc., d/b/a Oliver Companies, Inc.**, a Minnesota corporation registered to do business in the State of Florida, hereinafter referred to as "Contractor".

W i t n e s s e t h

Whereas, the County is the owner and authorized administrator of a park known as Kennedy Point Park at which the County provides playgrounds, recreation areas and other recreation facilities and programs pursuant to Section 125.01(1)(f), Florida Statutes; and

Whereas, Contractor owns property adjacent to the north side of Kennedy Point Park; and

Whereas, the Contractor has indicated the Contractor's desire to enter into a Park Services Contract with the County in order to provide the following services to the County as listed in Exhibit "B", which is attached hereto and incorporated by reference, and pursuant to the terms and conditions of this Contract; and

Whereas, the County and the Contractor further recognize the importance of the County's maintenance standards of the recreation facilities, buildings and centers and the benefit such standards provide to the residents of the Brevard County, Florida; and

Whereas, the County and the Contractor desire to define the responsibilities of the County and the Contractor as they relate to the Park and the current recreation facilities, buildings and centers; and

Whereas, the County and the Contractor recognize that there may be future improvements to the recreation facilities, buildings and centers located at the Park and agree that in event of the installation of such future improvements the County and the Contractor may renegotiate the terms of this Contract accordingly.

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

Recitals. The foregoing recitals are true and are incorporated herein by reference.

Section 1. Premises and Annual Meeting:

The County hereby authorizes the Contractor to perform maintenance services at the Kennedy Point Park (hereinafter "Park" or Property") including the corresponding recreation facilities, buildings and centers located on Property, as identified in Exhibit "A", a copy of which is attached hereto and made a part hereof by this reference. It is specifically agreed and understood that the use herein set forth shall be the only use allowable under the Contract and that any variance in such use shall require the written consent of the County. The Contractor agrees that the Contractor's use of the Park is non-exclusive and Contractor shall not interfere with the general public's use or enjoyment of the Park. The parties agree to meet annually in order to discuss and review Park operations under this Agreement.

Section 2. Effective Date, Term, and Termination:**The parties hereby agree as follows:**

(a) The Effective Date of this Contract shall be the date of the issuance of the Certificate of Final Completion and final acceptance by the County of the Project to be completed by the Contractor to restore the dock and dredge the channel at Kennedy Point Park as contemplated under the companion Construction Management Services. Contract between the County and the Contractor.

(b) The term of this Contract shall be for a period of ten years. This Contract shall automatically renew for two additional five-year terms unless otherwise terminated pursuant to the terms contained herein.

(c) Either party may terminate this Contract for their own convenience upon providing six months written notice to the other party.

(d) Upon termination of this Contract, the Contractor shall have 30 days within which to remove any personal property. Any property not removed with said 30 days shall become the property of the County.

Section 3. Public Accessibility:

All recreation facilities, buildings and centers located on Property shall be accessible to the public on a non-exclusive basis without regard to age, sex, race, religion, disability or place of residence.

Section 4. Obligations of the Contractor:

The County hereby grants to the Contractor the authority to provide the following services at the Park to serve the public interest, as follows:

The Contractor shall keep the subject property and all improvements thereon in good repair and good appearance. The Contractor shall be responsible for the provision and costs of day-to-day routine maintenance and minor repairs, janitorial and custodial service for the Park. The maintenance standards for the above-reference routine maintenance, repairs and service for the Parks are outlined in Exhibit "B." Contractor shall complete all required maintenance obligations as required under Exhibit "B" and Contractor shall submit to County Exhibit "C", which is attached hereto and incorporated by reference. If for any reason, the County determines the need to modify the above-referenced general maintenance standards, then the County may modify the maintenance standards and the maintenance standards in Exhibit "B" shall likewise be modified to reflect said modifications and County shall provide Contractor notice of the same. Any cost for additional requested services that exceed these standards shall be paid by the Contractor

The Contractor shall be responsible for and pay for the costs of repairs and replacements up to One Thousand Dollars per repair or replacement. The Contractor may seek to make a repair or replacement that exceeds One Thousand Dollars upon written approval of the County.

The Contractor acknowledges that the County has previously entered into grant agreements with various governmental agencies and that the County has received grant funding for certain improvements on the Property. The Contractor understands and agrees that Contractor shall be obligated to abide by any and all terms and conditions of the prior grant agreements. Failure of Contractor to abide by any and all terms and conditions of the prior grant agreements shall be cause for the County to terminate this Agreement. Furthermore, Contractor shall be solely liable to County for any repayment or restitution required as a result of the Contractor's failure to comply with any and all conditions of prior grant agreements.

The Contractor shall notify County within 24 hours of Contractor's actual notice of any and all accidents that occur on the Park property. Failure of Contractor to report to County an accident within 24 hours shall be cause for the County to terminate this Agreement.

The County shall not be required to provide or pay for internet access or security operation/monitoring under this Contract. If the Contractor obtains internet access or security

operation/monitoring then the Contractor shall pay for the costs of such internet access or security system operation/monitoring.

Section 5. Obligations of County:

(a) The County shall pay the costs of garbage and/or solid waste removal. The County shall pay the costs, if applicable, of the following utilities: water, sewer, and electricity.

(b) The County will have the right to schedule, reserve, collect and retain fees for any parks and centers.

(c) The County shall be responsible for repairs and replacements that exceed One Thousand Dollars per repair or replacement and shall make such repairs in the sole discretion of the County. Except as otherwise provided for in this Contract, the County shall be responsible for all roofing, roof drains, sewers, wastewater/sewer lines, structural outside walls, foundations, and structural systems of any building or structure within a Park and shall do so at the County's sole expense.

Section 6. Alterations, Changes, Improvements, Additions and Personal Property:

(a) **Consent by County:** The Contractor may not make any alterations, changes, improvements or additions to any infrastructure within any Park without first obtaining the prior written consent of the County. Any approved alterations, changes, improvements or additions shall be performed at the Contractor's sole cost.

(b) **Disposition of Alterations, Changes, Additions and Improvements at Termination:** Upon the expiration or termination of this Contract, all alterations, changes, additions, improvements or additions shall remain with the Park and title shall remain with the County as a part thereof.

(c) **Personal Property:** The Contractor shall obtain approval from the County Area Manager prior to placing any personal property or equipment at the Park. All personal property housed or place at the Park shall be at the risk of the Contractor, and the County shall have no liability for any damage or loss to any personal property located thereon for any cause whatsoever. The Contractor agrees and understands that the County does not and shall not carry liability, fire, or theft insurance on the operations of the Park to cover the Contractor's interest therein.

Section 7. Covenants against Assignment:

The Contractor shall not assign any rights under this Contract nor allow same to be assigned by operation of law without the express written approval of the County.

Section 8. Copyright:

No reports, data, programs or other materials produced, in whole or in part, for the benefit and use of the County under this Contract shall be subject to the copyright of the Contractor or affiliated companies in the United States or in any other country.

Section 9. Indemnification and Insurance:

Contractor shall hold harmless County, its officers, agents and employees, against any and all claims, damages, losses, and liabilities for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of this Contract, including, but not limited to, those claims arising in conjunction with use of the Park, improper, or defective maintenance, or installation unless such claims are a result of the County's sole negligence.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defense, including fees of attorneys selected by the County and costs, for all claims described in hold harmless clause, herein. Such payment on behalf of the County shall be in addition to any all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been paid under this Contract for this hold harmless provision.

Contractor agrees to provide and maintain at all times during the term of this Contract, without cost or expense to the County, policies of insurance known as General Liability Insurance covering the Contractor against any and all claims, demands and causes of action whatsoever for injuries received and damages to property in connection with the use, occupation, management or control of the Park and any improvements thereon. The General Liability Insurance shall be issued by insurance companies licensed and authorized under the laws of the State of Florida and in a form acceptable to the County, specifically an ACORD 25 form, protecting and insuring against all the foregoing with limits of not less than One Million dollars per occurrence for Bodily Injury and Property Damage, and Sexual Abuse and Molestation

Coverage in the amount of One Million dollars. The County does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums. These insurance requirements shall not relieve or limit the liability of the Contractor. Such policies of insurance shall insure the Contractor to cover any and all liability claims arising in connection with any particular accident or occurrence. Said General Liability Policies shall provide that the Brevard County Board of County Commissioners be added as an additional insured.

The Contractor is responsible for Workers Compensation in accordance with State law. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty days prior to the effective date of said action. The Contractor shall notify the County immediately in writing of any potentially hazardous condition existing on or about the premises utilized conducting said program(s). The County reserves the right to modify or change the requirements of insurance maintained pursuant to this Section.

A certificate of insurance indicating that the Contractor has coverage in accordance with the requirements of the Contract shall be furnished by the Contractor to the Brevard County Parks and Recreation Department annually, North Area Parks Operations, 475 North Williams Avenue, Titusville, Florida 32796, prior to commencement of operations in the Park.

Section 10. Music Performance:

The Contractor shall not use, play or perform copyrighted music without appropriate licensing or other permission. The Contractor shall be solely responsible for obtaining appropriate licensing or permission to use, play or perform copyrighted music. The use or performance of copyrighted music without appropriate licensing or other permission shall constitute a breach of this Contract. The Contractor agrees to indemnify and hold harmless the County, its officers, agents and employees against any and all claims, damages, losses and liabilities for unauthorized use or performance of copyrighted music.

Section 11. Right of Entry by County:

The County or its agents may at any time enter onto the Property for the purpose of inspection of same or for performing such other duties as are required by the terms of this Contract, or the rules, regulations, ordinances or laws of any governmental body.

Section 12. Americans with Disabilities Act Compliance:

The Contractor shall conform to current requirements of the Americans with Disabilities Act (ADA) in the performance of this Contract, and shall not cause or place in the Park any condition causing the Park to become non-compliant. The parties shall work together to cure any known violations of the ADA that may occur.

Section 13. Emergencies:

In the case of declared state of emergency in Brevard County by the Board of County Commissioners, the County retains the right to immediately resume occupation, management, and maintenance of the Park, to use the Park to meet any emergency needs of the citizen of Brevard County for the period of that emergency and a reasonable period of time thereafter as deemed necessary by the County.

Section 14. City Park Ordinances, Policies, Rules and Regulations:

The County does not assume responsibility or liability for or in any way releases the Contractor from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations.

Section 15. Compliance with Statutes, Licenses, Permits and Taxes:

The Contractor shall comply with all statutes, ordinance, rules, orders, regulations and requirements of all local, state, and federal governmental bodies applicable. It shall be the Contractor's responsibility to be aware of and comply with all laws, statutes, ordinances, fire codes, rules, orders, regulations and requirements of all local, state, and federal agencies as applicable. The Contractor shall secure and maintain any and all necessary licenses and/or permits require and pay when due any and all taxes and assessment which may be imposed or assessed by governmental units in connection with the business or operation conducted pursuant to this Contract. Any such licenses and permits shall be maintained and posted, if required, at appropriate places at the Parks within fifteen days of the execution of this Contract by both parties.

Section 16. Illegal, Unlawful, or Improper Use:

The Contractor shall make no unlawful, immoral, or offensive use of the Park nor will Contractor use the Park or allow the use of the Park for any purpose other than that herein above set forth. Failure of the Contractor to comply with this provision shall be considered a material default

under this Contract. Upon occurrence of an event of default specified above, the Contractor shall have seven days within which to cure the default. If Contractor fails to cure the default within seven days, the County shall have the right to immediately terminate this Contract.

Section 17. Attorney's Fees:

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

Section 18. Right to Audit Records:

In the performance of the Contract, Contractor shall keep books, and accounts of all activities, related to the Contract in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with this Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Contractor for a period of five years after termination of this Contract. All records, books and accounts related to the performance of this Contract shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

Section 19. Funding Contingency:

The County's performance and obligations under this Contract and any amendment hereto are contingent upon an annual appropriation by the Board of County Commissioners.

Section 20. Independent Contractor:

Contractor shall perform the services under this Contract as an independent contractor and not an agent or servant of the County. No person employed by the Contractor shall, in connection with the performance of this Contract or any services or functions contemplated hereunder, at any time, be considered the employee of the County, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law, except through and against the entity by whom they are employed.

Section 21. Background Investigation Check.

The Contractor and any employees, contractors, subcontractors, agents, representatives and volunteers and other persons providing services at the Park shall be screened at a High Level

(Level One). The Contractor shall be responsible for, and pay the cost of, having background screening checks performed on all of the Contractor's employees, contractors, subcontractors, agents, representatives and volunteers.

The Contractor shall not allow any employees, contractors, subcontractors, agents, representatives or volunteers to work unsupervised with at risk populations prior to such person successfully completing a High Level (Level One) background screening.

The Director may deny the Contractor and/or deny the Contractor the ability to utilize a staff member, volunteer or any other person providing a service at the Park based on the results of the background screening, at the Director's discretion. The Director shall abide by Brevard County's policy on background screening in determining if a person shall be disqualified from working/volunteering at the Park.

Upon completion of the initial background screening, a re-screening at the same Level will occur at a minimum of every five years.

High Level (Level One) Background screening includes the following:

- A. Brevard County Clerk of Courts, Brevard Electronic Court Application
- B. Fingerprinting (Florida Department of Law Enforcement and National Federal Bureau of Investigations Criminal check through Volunteer & Employee Criminal History System)
- C. Department of Juvenile Justice check on individuals under the age of 18 when applicable and allowed in lieu of fingerprinting
- D. National Sex Offender Public Website
- E. Reference Checks
- F. Prior employment check
- G. Education/Licensing verification (case-by-case)
- H. Driver's license check (case-by-case)
- I. Drug Testing (case-by-case)

Section 22. Unauthorized Alien Workers:

The County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and

Nationality Act "INA"). The County shall consider a contractor's intentional employment of unauthorized aliens as ground for immediate termination of this Contract.

Section 23. E-Verify:

The County shall utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the County during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the United States Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by subcontractors during the term of this Contract.

Section 24. Florida Public Records Law:

Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Contract must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Contractor of the request and the Contractor shall provide the records to the County or allow the records to be inspected or copied within twenty-four hours (not including weekends or legal holidays) of the request so the County can comply with the requirements of Chapter 119, Florida Statutes, Florida Public Records Law. The Contractor may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated herein by this reference. A copy of AO-47 is available upon request from the County's public records custodian designated below.

If Contractor fails to provide the requested public records to the County within a reasonable time, the Contractor may face civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties pursuant to Section 119.10, Florida Statutes. Contractor's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination. If Contractor claims certain information is exempt and/or confidential, it must cite to specific statutory provisions or case law in order to justify removal or redaction of said information.

Should the County face any legal action to enforce inspection or production of the records within the Contractor's possession and control, the Contractor agrees to indemnify the County for all damages and expenses, including attorney's fees and costs. The Contractor shall hire and

compensate attorney(s) to represent the Contractor and County in defending such action. The Contractor shall pay all costs to defend such action and any costs and attorney's fees awarded pursuant to Section 119.12, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS - AT (321) 633-2046.

Section 25. Public Entity Crimes:

A person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six months from the date of being placed on the convicted Contractor list.

Section 26. Governing Law:

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

Section 27. Venue:

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

Section 28. Modification:

No modification of this Contract shall be binding on the County or the Contractor unless reduced to writing and signed by a duly authorized representative of the County and the Contractor.

Section 29. Entirety Clause:

This Contract embodies the entire agreement and understanding between the parties hereto and is a complete and exclusive statement of those terms and supersedes all prior or contemporaneous, written or oral, memoranda, arrangements, agreements and understandings between the Parties relating to the subject matter hereof.

Section 30. Severability:

If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provision shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 31. Captions:

The captions and section designations herein set forth are for conveniences only and shall have no substantive meaning.

Section 32. Notice:

Notices for termination, renewal or amendments to this Contract shall be given to the County by mailing written notice, postage prepaid, to the Brevard County Parks and Recreation Director, 2725 Judge Jamieson Way, Building B, Suite 203, Viera, FL 32940, and notice shall be given to the Contractor by mailing written notice, postage prepaid to the Manager of Marina Kennedy Point , 4749 S. Washington Avenue, Titusville, Florida 32780 and to Rodney Honeycutt of Honeycutt & Associates, Inc., at 3700 S. Washington Avenue, Titusville, Florida 32780.

Section 33. No Third-Party Beneficiaries:

This Contract and each and every provision hereof is for the sole benefit of the County and the Contractor. No other persons or parties shall be deemed to have any rights in, under or to this Contract.

Section 34. Construction of the Contract:

The parties acknowledge that each party has fully reviewed this Contract, its attachments and had the opportunity to consult with legal counsel of their choice and that this Contract shall not be construed against any party as if they were the drafter of the Contract.

Section 35. Execution in Counterparts:

This Contract may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

(remainder of page left intentionally blank)

In Witness Whereof, the parties have hereunto set their hands and seals on the day and year written herein below.

ATTEST:



Scott Ellis, Clerk

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

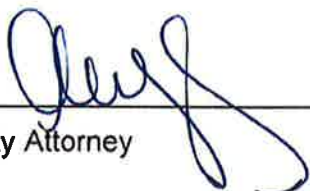


Bryan Lober, Chair Date
Brevard County Commissioner

As Approved by the Board on: 2/11/2020

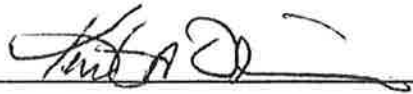
ATTEST:

Reviewed for Legal form and Content by:



County Attorney

OCI Florida, Inc. d/b/a Oliver
Companies, Inc.

By: 
Kent Oliver, President Date

State of Florida

County of Brevard

The foregoing instrument was acknowledged before me this 27th day of January of 2020 by
Kent Oliver whose position is President with the firm of **OCI Florida, Inc.; d/b/a Oliver
Companies, Inc.**, a Florida Corporation, on behalf of the corporation. He is personally known to
me or has produced FL DL as identification.


Notary Public

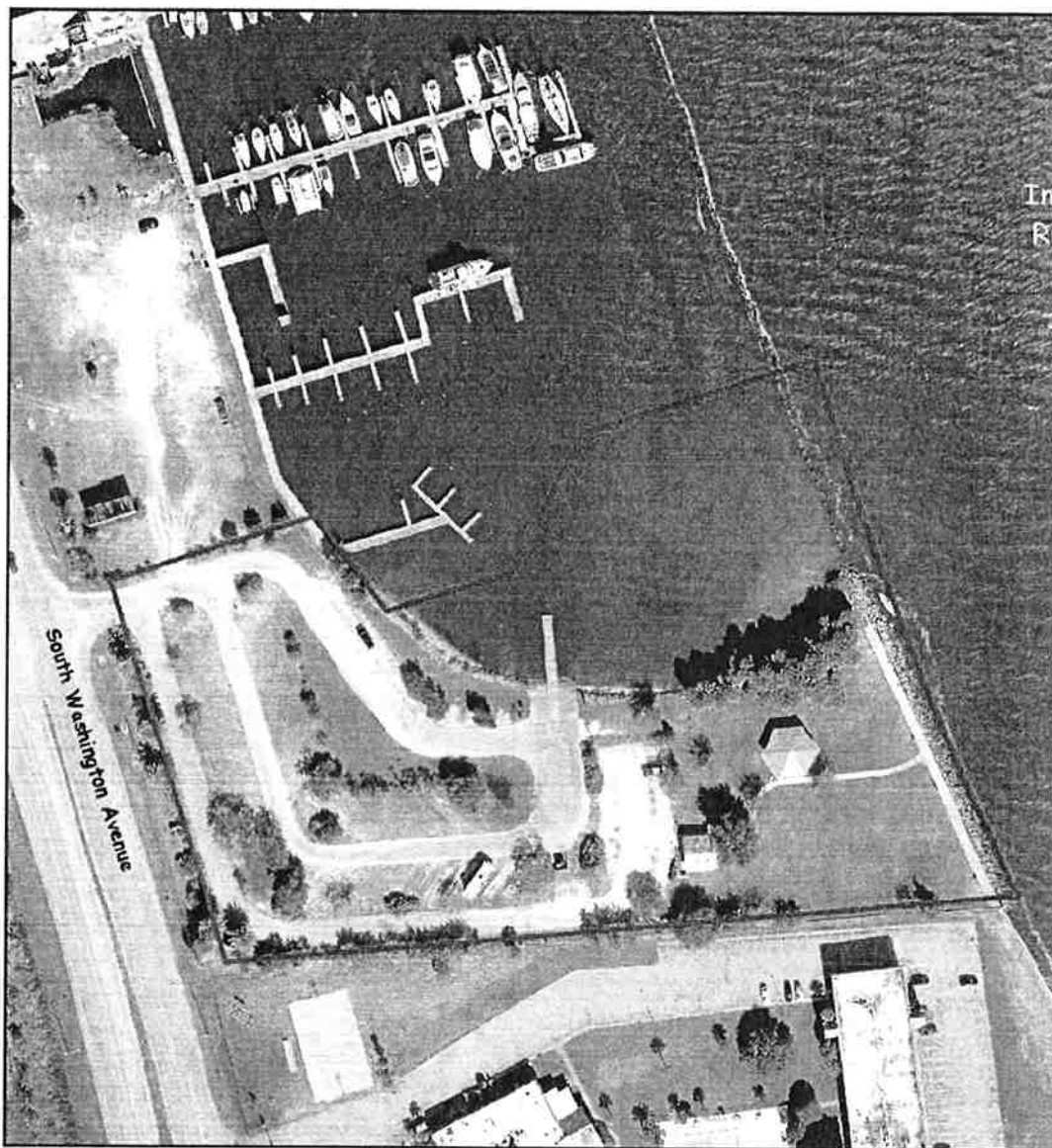
Typed/Printed Name



Exhibit "A"

Kennedy Point Park

4915 South Washington Avenue
Titusville, FL 32780



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 "B"

Brevard County Parks & Recreation Maintenance Management Plan

Minimum Levels of Standard

Mode 3 - Neighborhood Park

Moderate levels of maintenance associated with neighborhood parks moderate visitation natural areas, well developed trails, parking lots, and entrances.

1. Turf Care

- a. **Park and Other Site Areas:** Grass height maintained according to species and variety of grass. Mowed at least one time a week in growing season and twice per month in non-growing season. Re-seeding or sodding as needed. Complete site trimming and edging of trees, curbs, sidewalks, pedways, landscape beds, buildings, valve/meter boxes, light poles, etc. shall be performed on the same day as the site is mowed to insure the site looks groomed and complete.

2. Irrigation

- a. Irrigation system checked weekly at each site. General inspection of turf and plant material shall be done weekly for signs of stress or damage. Preventative maintenance checks done weekly – all zones are checked for operation and repairs made immediately. Schedule adjustments due to additional rainfall or other weather conditions are made.

3. Litter control

Minimum of once per day, seven days a week.

4. Tree maintenance

- a. **Weed Control:** Chemical removal of turf and weeds is permissible within one foot radius of the tree's trunk following application of proper herbicides.
- b. **Mulching:** Mulch base of tree in a minimum of six foot diameter circle, to a depth of three inches, maintaining one to two inch clearance from perimeter of trunk within landscaped areas.
- c. **Pruning:** Trees will be pruned for hazard and safety concerns. All trees shall be pruned of annual sucker growth. If trees are pruned, they shall be pruned during the winter months, unless a limb has broken or is posing a safety hazard. Parks Superintendent may direct pruning at any time for other reasons. Palm trees to be trimmed according Institute of Food and Agricultural Sciences Extension guidelines. Structural pruning to be approved by the area Certified Arborist or designee. Trees shall be pruned according to the International Society of Arboriculture Standards (1995) and ANSI A300, 1995.

- d. **Staking:** All newly planted trees shall be staked if needed. All nursery stakes will be removed at time of planting. All stakes are to be removed within the first year.
- e. **Removal and Replacement:** Damaged trees shall be identified for hazard and safety and removed as soon as possible.

5. Disease and Insect Control

This is done when disease or insects are inflicting noticeable damage, reducing vigor of plant materials, or could be considered a direct bother to the public.

- a. **Integrated pest management:** Withholding any controls until such time as pests demonstrate damage to plant materials or become a demonstrated irritant in the case of flies, fire ants, etc.

Some moderate problems may be tolerated at this level.

6. Lighting

Maintenance should preserve the original design. Work order or task assignment shall be generated when damages discovered and should indicate a medium priority.

7. Surfaces

Should be cleaned, repaired, repainted, or replaced when appearance has noticeable deteriorated. Safety repairs take priority over appearance.

8. Repairs

Should be done whenever safety, function, or bad appearance is in question. Repairs to all elements of the area should be done to minimize disruption to the public. Repairs may be postponed to a time least disruptive (Project List).

9. Inspection

Personnel assigned to the site shall conduct inspections on a daily basis. An inspection report will be completed at least once every month.

10. Restrooms

- a. Restrooms are usually associated with an adjacent park that provides that service.
- b. May involve contracted service for portable toilets (port-a-let). Ensure weekly check to ensure contracted cleaning service is performed.

11. Building and Site Maintenance:

- a. **Structures:** Notify Park Supervisor of any structure (Pavilions, Community Centers and other structures) that requires repair. Coordinator shall communicate to Park supervisor, who will determine need for lamp replacement and repairs. Includes Heating Ventilation and Air Conditioning, plumbing, electrical and structural components.
- b. **Fencing:** Repair or replace fences, gates, and locking devices immediately which are required for site or equipment protection. Fencing shall be inspected as needed on site boundaries and materials used shall match the existing facility to preserve the original design.

- c. **Signs:** All signs shall be designed and installed in a way that matches the intent of the site design. Replacement signs shall be designed and installed per park development standards and approved by Parks Operations Manager or designee.
- d. **Play Structures:** All play equipment will be checked once a month, utilizing the Playground Safety Checklist. All repairs will be made within twenty-four hours of discovery, unless parts are unavailable, at which time the play equipment will be barricaded or made safe for use until the parts can be installed back to manufactures specifications. All playground equipment shall meet guidelines set forth in the United States Consumer Products Safety Commission's Playground Safety manual. All playgrounds shall be inspected monthly by a certified playground inspector or supervisor designee.
- e. **Reservation Areas:** All reservation areas will be inspected before each reservation use. Reserved picnic areas will have the picnic table's cleaned, concrete pad swept, blown off or washed down, trash emptied from receptacles, and barbecue grills brushed down and coals removed, if needed, to maintain cleanliness of site.

12. Special Features

Should be maintained for safety and function only.

Exhibit "C"

Boating Ramp, Docks, and Fishing Piers Assessment Report

	BOATING RAMPS, DOCKS, AND FISHING PIERS ASSESSMENT REPORT	
PARK/FACILITY: _____ REVIEWED BY (PRINT): _____		

THE FOLLOWING CHECKLIST IS TO BE USED AS A GUIDELINE DURING EACH INSPECTION	COMPLIANT Y/N	DATE REPAIRS COMPLETED	REPAIRED BY:
Check for loose, damaged and/or missing boards			
Check for loose, damaged and/or missing hardware			
Check for protruding (raised) hardware (nails, screws, etc.) on Walking surfaces and/or rails			
Check to make sure all rails are sturdy and secure			
Check for exposed splinters on handrails and deck surface			
Check the superstructure (pilings, stringers, bracing, etc.) to make sure it is sturdy and secure			
Other:			
COMMENTS AND/OR CORRECTIONS IF NEEDED:			

REVIEWER SIGNATURE: _____ DATE: _____
 SUPERVISOR SIGNATURE: _____ DATE: _____

DIRECTIVES AND GUIDELINES  9 March 2018
 PARKS FACILITIES REVIEW ASSESSMENT - Number: RFR-2 Approved: 11/30/17 Review: 08/30/19

BOATING RAMPS, DOCKS AND FISHING PIERS INSPECTION GUIDELINES

At minimum, boating ramps, docks and fishing piers are to be inspected as follows:

1. One (1) time every month;
2. Immediately after staff has been notified of a participant accident that has occurred on a boating ramp, dock and/or fishing pier;
3. Immediately after inclement weather or some other event has occurred that could have caused damage to a boating ramp, dock and/or fishing pier;
4. The day prior to and the day following a holiday or a special event which could increase usage of the boating ramp, dock and/or fishing pier.

The attached Boating Ramps, Docks and Fishing Piers Inspection Report Form is to be completed during each inspection.

NOTE: Inspection reports and documentation of repairs are to be kept by park supervisor in a park file for a minimum of three (3) years and then sent to archives for retention.

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor:	
2. Fund/Account #:	3. Department Name:
4. Contract Description:	
5. Contract Monitor:	7. Contract Type:
6. Dept/Office Director:	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

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

SECTION III - REVIEW AND APPROVAL TO EXECUTE

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

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

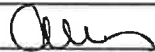
SECTION I - GENERAL INFORMATION

1. Contractor: OCI Florida, Inc., d/b/a Oliver Companies Inc.	
2. Fund/Account #:	3. Department Name: Parks & Recreation
4. Contract Description: Park Services Contract for Kennedy Point Park	
5. Contract Monitor: Melissa Renninger	7. Contract Type: CONSTRUCTION
6. Dept/Office Director: Mary Ellen Donner	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

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

SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	☒	☐	Renninger, Melissa Digitally signed by Renninger, Melissa Date: 2020.01.23 11:35:01 -0500	01/23/2020
Risk Management	☐	☐		
County Attorney	☒	☐		1/23/2020

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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