



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.18.

7/12/2022

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### Subject:

Approval, Re: Donation Agreement with North Brevard Rotary Club Foundation Inc. for accessible playground equipment at Sand Point Park, Titusville (District 1)

### Fiscal Impact:

Donation and installation of playground is valued at approximately \$300,000

### Dept/Office:

Parks and Recreation

### Requested Action:

It is requested the Board approve and authorize the Chair to execute the Donation Agreement with North Brevard Rotary Club Foundation Inc.

### Summary Explanation and Background:

Sand Point Park, located at 101 North Washington Avenue in Titusville, is a City of Titusville owned park. Sand Point Park is managed by Brevard County Parks and Recreation through an interlocal agreement with the City. This popular 29.88-acre community park is on the Indian River and includes an eight-foot-wide pedway with a stationed exercise trail, shoreline fishing, picnic shelters with tables, small pavilions, a playground and a large pavilion often used for special events.

Parrish Medical Center has agreed to donate approximately \$300,000 to the North Brevard Rotary Club Foundation, Inc. (Rotary Club) to assist in the purchase and installation of accessible playground equipment at Sand Point Park.

The Rotary Club has agreed to donate and install, at its own expense, the accessible playground equipment. This playground will offer a wide range of play experiences for youth of varying abilities.

The City of Titusville is agreeable to the donation and installation. The Parks and Recreation Department is agreeable to maintain the accessible equipment after installation.

### Clerk to the Board Instructions:

Call Melissa at 321-250-9125 when the agreement is ready for pick up.

BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS

## CONTRACT REVIEW AND APPROVAL FORM

### SECTION I - GENERAL INFORMATION

1. <b>Contractor:</b> North Brevard Rotary Club Foundation, Inc.		2. <b>Amount:</b> approx. \$300,000
3. <b>Fund/Account #:</b>	4. <b>Department Name:</b> Parks & Recreation	
5. <b>Contract Description:</b> Donation Agreement for Accessible Playground Equipment for Sand Point Park		
6. <b>Contract Monitor:</b> Melissa Renninger		8. <b>Contract Type:</b>  SERVICES
7. <b>Dept/Office Director:</b> Mary Ellen Donner		
9. <b>Type of Procurement:</b> Other		

### SECTION II - REVIEW AND APPROVAL TO ADVERTISE

#### APPROVAL

#### COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☒
☐

Purchasing

☐
☐

Risk Management

☐
☐

County Attorney

☐
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### SECTION III - REVIEW AND APPROVAL TO EXECUTE

#### APPROVAL

#### COUNTY OFFICE

YES

NO

SIGNATURE

User Agency

☒
☐

Renninger, Melissa

Digitally signed by Renninger, Melissa  
Date: 2022.06.21 15:03:40 -04'00'

Purchasing

☐
☐

Risk Management

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☐

County Attorney

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*[Handwritten Signature]* 6/22/2022  
6/27/2022

### SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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



July 13, 2022

**MEMORANDUM**

TO: Mary Ellen Donner, Parks and Recreation Department

RE: Item F.18., Approval for Donation Agreement with North Brevard Rotary Club Foundation Inc. for Accessible Playground Equipment at Sand Point Park, Titusville

The Board of County Commissioners, in regular session on July 12, 2022, approved and execute the Donation Agreement with North Brevard Rotary Club Foundation Inc. Enclosed is a fully-executed Agreement.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

*Kimberly Powell*  
Kimberly Powell, Clerk to the Board

/pp

Encl. (1)

**DONATION AGREEMENT FOR ACCESSIBLE PLAYGROUND EQUIPMENT FOR  
SAND POINT PARK**

**THIS AGREEMENT** is made and entered into by and between **BREVARD COUNTY**, a political subdivision of the State of Florida (the "County"), and the **North Brevard Rotary Club Foundation Inc.**, (the "Rotary"), a not for profit registered to do business in the State of Florida with address of PO Box 2464, Titusville, Florida 32781.

**RECITALS:**

**WHEREAS**, the County provides recreation services at Sand Point Park, a park owned by the City of Titusville, Florida, but managed by the County pursuant to an Interlocal Agreement dated July 21, 1992, a copy attached as **Exhibit A** (hereinafter "Park"); and

**WHEREAS**, part of the recreation services provided at the Park include playground facilities for children; and

**WHEREAS**, Parrish Medical Center has agreed to donate approximately \$300,000 to the Rotary to assist in the purchase and installation of accessible playground equipment at Sand Point Park; and

**WHEREAS**, the Rotary has fundraised to assist in the costs of this project and has contributed both monetary and in-kind contributions towards the improvements; and

**WHEREAS**, Rotary now wishes to install and donate at Sand Point Park, at Rotary's own expense, accessible playground equipment that offers a range of play experiences to children of varying abilities (hereinafter "construction project"); and

**WHEREAS**, the City of Titusville has agreed to the donation and installation of the accessible playground equipment at Sand Point Park as evidence in attached **Exhibit B**; and

**WHEREAS**, the County agrees that upon the installation of the accessible playground the County shall maintain the playground at Sand Point Park pursuant to the terms of the Interlocal Agreement dated July 21, 1992.

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **RECITALS**. The recitals set forth hereinabove are true and correct in all respects, are material to this Agreement, and are incorporated herein by reference as fully as if set forth herein verbatim.

2. **DONATION OF FUNDS TO ROTARY.**

The Parrish Medical Center has or will donate approximately \$300,000 to the Rotary to assist in the construction project at Sand Point Park.

3. **DONATION TO COUNTY FOR SAND POINT PARK IMPROVEMENTS.**

Rotary has agreed to accept the monetary donation from Parrish Medical Center to assist in the funding of the construction project. Rotary hereby agrees to donate to the County accessible playground equipment purchased through funds donated by Parrish Medical Center and Rotary and Rotary agrees to install the accessible playground equipment at Sand Point Park, as set forth in attached **Exhibit C**. Grading and site work at the Park and purchase and installation of the accessible playground equipment as set forth in attached **Exhibit C** shall begin as soon as reasonably feasible following the last signature below and shall be substantially completed by no later than July 12, 2023, subject to reasonable delays due to weather and the availability of contraction forces and equipment as determined by the County. Any extension beyond this

completion date shall be approved by the County Manager in his/ her sole discretion and evidenced by written agreement between both parties.

4. **COSTS OF INSTALLATION.** Rotary shall pay for all costs of installation, required insurances, any required permits and shall follow all regulations of local, state and federal governments.

5. **INSURANCE.**

a. Rotary shall procure and maintain at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by this Agreement, the following insurance.

i. General Liability Insurance in the amount of \$1,000,000 per occurrence.

ii. Property Insurance for the replacement cost value of the playground equipment until the project has been accepted by the County. In lieu of providing property insurance, a Builder's Risk policy or similar coverage maintained by Rotary's contractor may satisfy this requirement.

1. A Certificate of Insurance demonstrating that the aforementioned insurance requirement(s) have been met must be submitted to the County prior to the commencement of work.

2. The Certificate of Insurance shall indicate that the policy has been endorsed to cover the County and the City of Titusville as Additional Insured, and that the policy(ies)

may not be canceled or modified without thirty (30) days prior written notice to the County and the City of Titusville. A copy of the endorsement shall accompany the Certificate of Insurance.

- b. Rotary shall require of its contractors the following insurance.
  - i. General Liability Insurance in the amount of \$1,000,000 per occurrence;
  - ii. Auto Liability Insurance in the amount of \$1,000,000 for all owned, non-owned and rented vehicles; and
  - iii. Workers' Compensation Insurance providing statutory benefits as required in the State of Florida.
    - 1. Prior to the commencement of work, Rotary shall obtain from its contractors and provide to the County Certificate(s) of Insurance demonstrating that the aforementioned insurance requirement(s) have been met.
    - 2. The Certificate(s) of Insurance shall indicate that the policy(ies) has/have been endorsed to cover the County, the City of Titusville, and the Rotary as Additional Insured, and that the policy(ies) may not be canceled or modified without thirty (30) days prior written notice to all parties. A copy of the endorsement shall accompany the Certificate of Insurance.

The insurance coverages enumerated above constitute the minimum requirements and shall in no way lessen or limit the liability. Contractor's insurance shall be the responsibility of Rotary.

6. **INDEMNIFICATION.** Rotary hereby agrees to indemnify, defend and hold harmless the County and the City of Titusville, Florida from any and all liability, claims costs, fines, fees, or actions arising from or in connection with Rotary's donation and installation of the accessible playground equipment identified in **Exhibit C**. This indemnification obligation shall survive the expiration of this Agreement.

7. **LOCATION.** The accessible playground equipment identified in **Exhibit C** shall be installed at Sand Point Park located at 101 N Washington Ave, Titusville, Florida 32976, as set forth in **Exhibit C**. Upon accessible playground installation completion, Rotary will provide County with "as built" of the construction project.

8. **MAINTENANCE AND OWNERSHIP.** Upon installation and acceptance of the accessible playground equipment by the County, the County shall own and maintain the accessible playground equipment pursuant to the terms of the Interlocal Agreement between the City of Titusville, Florida and the County dated July 21, 1992, a copy of which is attached hereto as **Exhibit A**. If the Interlocal Agreement dated July 21, 1992 is terminated then the accessible playground equipment shall be transferred to the City and the City shall assume all ownership responsibilities and liabilities.

9. **RECOGNITION.** The County agrees that a plaque, signage or similar display may be posted at the accessible playground equipment indicating the role of Rotary and Parrish Park Medical Center as a sponsor and partner in providing the

accessible playground equipment. Rotary shall pay for the costs of the the plaque, signage or similar display and replacement costs, if applicable. The County shall pay for the maintenance costs for the same.

10. **TERMINATION.** In the event of a violation of any material provision of this Agreement, the non-breaching party may terminate the Agreement upon 30-day written notice to the breaching party and opportunity to cure. In the event the Interlocal Agreement dated July 21, 1992 between the County and the City is terminated or allowed to expire, this Agreement shall automatically terminate.

11. **JURISDICTION, VENUE AND CHOICE OF LAW.** All questions pertaining to the validity and interpretations of this Agreement shall be determined in accordance with the laws of the State of Florida. Any legal action by either party against the other concerning this Agreement shall be filed in Brevard County, Florida which shall be deemed proper jurisdiction and venue for the action.

12. **ENTIRE AGREEMENT.** This Agreement, including the exhibits, riders, and/or addenda, if any, attached hereto, sets forth the entire Agreement between the parties. This Agreement shall not be modified except in writing and executed by all parties and filed with the Brevard County Clerk of Court.

13. **NOTICE.** Notice under this Agreement shall be given to the County by delivering written notice to the Parks and Recreation Director, 2725 Judge Fran Jamieson Way, Building B, Viera, Florida 32940, and notice shall be given to Rotary by delivering written notice to the Registered Agent at 1209 S Washington Avenue, Titusville, Florida 32780.

14. **ATTORNEY'S FEES AND COSTS.** In the event either party initiates legal action to enforce this contract, each party shall bear its own fees and costs, and any trial shall be non-jury.

[The remainder of this page left intentionally blank.]

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates set forth herein below.

**ATTEST:**

**(SEAL)**

  
Rachel Sadoff, Clerk

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

By: 

Kristine Zonka, Chair  
Brevard County Commission

As approved by the Board on 7/12/2022

**NORTH BREVARD ROTARY CLUB FOUNDATION INC.**

By: Donn Mount

Donn Mount

Title: President

Date: 6-24-2022

Exhibit A

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT made and entered into this 21st day of July, 1992, 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 COUNCIL OF THE CITY OF TITUSVILLE, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "City," which said Interlocal Agreement terminates and supersedes that prior Agreement between the parties hereto dated February 3, 1987.

W I T N E S S E T H :

WHEREAS, the County and the City have previously entered into an Agreement dated February 3, 1987, concerning the joint funding, as well as maintenance, operation, and programming of recreational activities at certain parks and facilities located within the City of Titusville, Florida; and

WHEREAS, the County and City have previously entered into an Agreement involving Rotary Park dated August 2, 1988; and

WHEREAS, the City has determined that a public purpose exists in the establishment, maintenance, and operation of municipal recreational services within the boundaries of the City of Titusville, Florida; and

WHEREAS, the City and the County presently own various parks and recreational facilities used and operated for the purpose of public recreation services, which are more particularly described below; and

WHEREAS, pursuant to the provisions of Section 125.01(1)(q), Florida Statutes, the County established the District One Brevard County Recreation Municipal Service Taxing Unit, through the adoption of Brevard County Ordinance No. 76-29, codified in Article VI, Chapter 18, Code of Brevard County, Florida; and

WHEREAS, pursuant to Section 125.01(1)(q), Florida Statutes, the boundaries of a municipal service taxing unit may include all or part of the boundaries of a municipality located within the boundaries of the municipal service taxing unit, subject to the

consent by ordinance of the governing body of the affected municipality given either annually or for a term of years; and

WHEREAS, the City has indicated a desire to have the incorporated areas of the City of Titusville, Florida, included within the boundaries of the District One Brevard County Recreation Municipal Service Taxing Unit; and

WHEREAS, the County has amended Article VI, Chapter 18, Code of Brevard County, Florida, to reflect the expansion of the boundaries of the District One Brevard County Recreation Municipal Service Taxing Unit to include the incorporated areas of the City of Titusville, Florida, through the adoption of Brevard County Ordinance No. 92-012; and

WHEREAS, the City has consented to the expansion of the boundaries of the District One Brevard County Recreation Municipal Service Taxing Unit to include the incorporated areas of the City of Titusville, Florida, through the adoption of City of Titusville Ordinance No. 11-1992; and

WHEREAS, the City has previously provided funding to the County for recreational services in the City of Titusville; and

WHEREAS, the taxable value of real property in the unincorporated areas of District One County Commission District for 1991 was \$927,419,656 and the taxable value of real property in the corporate limits of the City of Titusville for 1991 was \$974,507,170; and

WHEREAS, the City and County desire to provide for an equitable basis for recreation service in District One; and

WHEREAS, the parties hereto desire to enter into this Interlocal Agreement, terminating and superseding that prior Agreement between the parties dated February 3, 1987, and amendments thereto, including Rotary Park Agreement dated August 2, 1988, to set forth the terms and conditions by which the District One Brevard County Recreation Municipal Service Taxing Unit shall fund, operate, maintain, and program public recreational activities at the parks and recreational facilities located within the

boundaries of said District One Brevard County Recreation Municipal Service Taxing Unit.

NOW, THEREFORE, in consideration of the mutual premises, promises, and covenants hereinafter contained, the parties hereto hereby agree as follows:

SECTION 1. That the prior Agreement between the parties, dated February 3, 1987, and amendments thereto, a copy of which is attached hereto as Exhibit "A", is hereby terminated and superseded by the provisions of this Interlocal Agreement, effective September 30, 1992. The Rotary Park Agreement dated August 2, 1988 is hereby terminated as of September 30, 1992.

SECTION 2. The term of this Agreement shall commence upon the date of execution of this Interlocal Agreement by the parties hereto, and shall continue until such date as the City of Titusville rescinds by ordinance its consent to the inclusion of the incorporated areas of the City of Titusville, Florida, within the boundaries of the District One Brevard County Recreation Municipal Service Taxing Unit, or until otherwise terminated by mutual assent of the parties.

SECTION 3. The various parks and recreational facilities subject to this Agreement are listed in Exhibit "B", which is attached hereto and made a part hereof by this reference. The parties hereby agree that additional properties of the City may be added to the subject property from time to time, upon mutual agreement of the parties. The City may withdraw certain parks from this Agreement upon ninety (90) days prior written notice to the County, which notice must be received by the County on or before July 1 of any given year. The terms and conditions for any withdrawal of parks by the City shall be determined at the time of withdrawal upon mutual agreement of the parties.

SECTION 4. The City hereby grants to the County exclusive use, jurisdiction, and control of those properties listed in Exhibit "B" attached hereto; provided, however, that the County shall not use nor occupy said property, nor any part thereof, nor

permit the same or any part thereof, to be used or occupied, for any purpose other than as herein specified, and shall not assign any rights provided under this Agreement, nor delegate any duties or obligations specified herein to any other agency, public or private, without the prior written consent of the City; provided, however, that the County shall be permitted to enter into separate agreements with sanctioned groups, to include, but not be limited to, little league baseball, youth softball, little league football, youth soccer, square dance groups, and senior citizens' organizations. It is recognized by the County that the City is currently engaged in developing long range development plans for various areas within the municipal boundaries of the City of Titusville, which plans may affect one or more of the various parks and recreational facilities listed in Exhibit "B". The County agrees to take no action in regard to the various parks and recreational facilities listed in Exhibit "B", which are contrary to the City's above referenced planning, without prior consultation with, and consent by, the City.

SECTION 5. The City's share of the funding for the operation, maintenance, and programming of public recreational activities at the parks and recreational facilities located within the boundaries of the City shall be provided through those funds generated by the District One Brevard County Recreation Municipal Service Taxing Unit, on an annual basis. Further, the County is hereby authorized to expend such other funds as may be available for the provision of recreational services and facilities within the boundaries of the City, during the term of this Agreement.

SECTION 6. The County shall maintain the property as listed in Exhibit "B", and all improvements thereon, in good repair and appearance, at all times during the term of this Agreement. Whenever the term "Park" is used in Exhibit "B", it shall include all facilities at that location. The County shall maintain, install improvements on, including capital improvements, and provide recreational programs for the various City-owned parks on a par or

similar basis as County-owned parks within the District One Brevard County Recreation Municipal Service Taxing Unit. Upon termination of this Agreement, or any extension thereof, the County shall return the subject property to the City in as good a state and condition as reasonable use and wear would permit.

SECTION 7. The County shall pay all costs for gas, electricity, fuel, light, heat, power, water, garbage, and trash disposal, and other utilities, for those properties listed in Exhibit "B", utilized by the County, or others under the authority of the County, under the provisions of this Agreement. The City shall be responsible for payment of any and all stormwater assessments or charges levied against those properties listed in Exhibit "B", during the term of this Agreement.

SECTION 8. All personal property placed upon the properties listed in Exhibit "B" shall be at the risk of the County, or other owner thereof, and the City shall not be held liable for any damage thereto or to the County or any other person, which liability arises from any condition of the premises or act of negligence, carelessness, or improper conduct of any person whosoever. The County hereby agrees to hold the City harmless from any accident which may occur on those properties listed in Exhibit "B", while being utilized by the County under the provisions of this Agreement, or any act, condition, or occurrence from which any liability may arise.

SECTION 9. The County shall maintain a system of self-insurance, which shall maintain a cash reserve in said self-insurance system sufficient to provide coverage in the amount of not less than \$100,000.00 for one injury, \$300,000.00 for one accident, and \$100,000.00 for property damage. The City may request that the County present to the City specific documentation confirming the level of fiscal responsibility required by this section.

SECTION 10. The City shall retain the underlying fee simple title to the properties described in Exhibit "B" and any permanent

improvements constructed thereon, subject to any subsequent agreement between the parties entered into pursuant to Section 3 above. It is recognized that improvements will be installed on City-owned and County-owned parks without distinction as to ownership. The City hereby assigns all other rights and responsibilities for said properties to the County under this Agreement.

SECTION 11. The County shall operate, maintain, and administer municipal recreation and park services and activities on the properties listed in Exhibits "B", within its budget limitations, consistent with those levels of activities and programming set forth in Exhibit "C" attached hereto and incorporated herein by this reference. The County shall also maintain the same or similar services, activities, and programming as presently offered at Sylvan Park, and its Community Center, and at Rotary Park. All funds generated through the Brevard County District One Recreation Municipal Service Taxing Unit shall be utilized for the provision of the above referenced services and activities within the boundaries of said Brevard County District One Recreation Municipal Service Taxing Unit, pursuant to the provisions of Section 125.01, Florida Statutes.

SECTION 12. The County may construct permanent improvements to the premises of those properties listed in Exhibit "B"; provided, however, that the County shall not construct any facilities for which costs exceed \$5,000.00, except upon submission of applicable plans and specifications to the City Manager for review and approval by the City.

SECTION 13. The County shall maintain, for the term of this Agreement, a system of records and accounts, in a format approved by the County for general funding subject to audit, and shall furnish to the City Manager reports on an annual basis, reflecting disbursement of funds expended for municipal recreation and parks activities under the Brevard County District One Recreation Municipal Service Taxing Unit.

SECTION 14. It is hereby agreed between the parties that the employment of personnel, agents, and any other employees by the County conducting activities governed by this Agreement shall not be construed as the employment of personnel, agents, or employees of the City.

SECTION 15. Notice, where applicable, shall be provided to the City and County as follows:

CITY

City of Titusville, Florida  
c/o City Manager  
Post Office Box 2806  
Titusville, Florida 32781-2806

COUNTY

Board of County Commissioners of Brevard County, Florida  
c/o County Administrator  
2725 St. Johns Street  
Building C, 3rd Floor  
Melbourne, Florida 32940

SECTION 16. Prior to June 15 of each year during the term of this Agreement, the County shall submit to the City a proposed, preliminary budget, reflecting the maintenance, capital improvements, programs, and other services to be offered on the properties listed on Exhibit "B", as well as the other County parks and recreational facilities located within the District One Brevard County Recreation Municipal Service Taxing Unit. The County's proposed, preliminary budget shall reflect the proposed allocation or distribution of MSTU funds. The City Council shall review the proposed preliminary budget and distribution of MSTU funds on or before August 1 of each year, and provide its input and recommendations to the County and the North Brevard Commission on Parks and Recreation, or its subsequent functional equivalent.

SECTION 17. No funds received or generated by the District One Brevard County Recreation Municipal Service Taxing Unit shall be diverted or transferred to the County's General Fund or any other parks and recreation district within the County.

SECTION 18. The County agrees to annually consult with the North Brevard Commission on Parks and Recreation in the development of the annual budget for the District One Brevard County Recreation

Municipal Service Taxing Unit. The County shall give consideration to the input and recommendation of the North Brevard Commission on Parks and Recreation. Once the budget is adopted, except in an emergency situation, no funds in excess of \$5,000.00 shall be transferred or reallocated from one park or recreational program to another without first being reviewed and receiving the input from the North Brevard Commission on Parks and Recreation. If an emergency occurs, input shall be sought by the County, after-the-fact, from the North Brevard Commission on Parks and Recreation. In the budgeting process, the North Brevard Commission on Parks and Recreation and the County agrees to give consideration to the source of the funds generated and the delivery of the services to the area from which the funds were generated. The City recognizes that the final decision rests with the County after giving consideration to the input from the City and the North Brevard Commission on Parks and Recreation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

  
R. C. Winstead, Jr., Clerk

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

By:   
Thad Altman, Chairman

ATTEST:

  
Janet R. Camacho, City Clerk

CITY COUNCIL OF THE CITY OF  
TITUSVILLE, FLORIDA

By:   
Thomas R. Mariani, Mayor

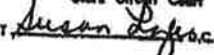
STATE OF FLORIDA  
COUNTY OF BREVARD

This is to certify that the foregoing is a  
true & correct copy of Agreement  
witness my hand

and official seal this 22nd day of

July 19 92

R. C. WINSTAD, JR.  
Clerk Circuit Court

By:   
Susan Lopez, C.

Agree\Titusvil.Clt

Exhibit A

Old Agreements  
& Amendments

many pages!

**EXHIBIT "B"**

**Parks and Recreation Facility**

<u>City Owned</u>	<u>Activity/Program</u>
Blanton Park	Category IV
Broad Street	Category IV
Marina Park	Category I, IV, V, VII
Park area along Riverfront	Category IV, VII
Near the Upland Building	
but excluding the Upland	
Building	
Sandpoint Park	Category I, IV, V, VII
Sylvan Park and Community Center	Category I, III, IV,
	V, VI, VII
Wuestoff Nature Park	Category III, IV
North Brevard Exercise Trail	Category IV

EXHIBIT "C"

ACTIVITY/PROGRAM/CATEGORIES

Athletics - Category I

Softball  
Baseball  
Soccer  
Basketball  
Tennis

Racquetball  
Handball  
Football  
Volleyball

Aquatics - Category II

Public Swim  
Instructional/Lessons  
Community Rental for Groups  
School Use  
Competitive Swim Use

Recreation Centers - Category III

Socials  
Teen Dances  
Sanctioned Group Use  
Playground Games  
Organized Classes for Groups  
Community Meetings

General Parks - Category IV

Picnic Tables/Grill  
Pavilions  
Playground Equipment Areas  
Multi-Purpose Fields  
Building Rentals  
Launching Area  
Multi-Purpose Courts

Special Interest - Category V

Elementary Band  
Exercise Classes  
Bridge  
Crafts  
Summer Family Track  
Special Events/Tournaments  
Open Gym

Summer Recreation - Category VI

Summer organized youth activities/programs with paid staff at school/recreation centers.

Sanctioned Groups Usage - Category VII

Square Dancing  
Round Dancing  
Dancing  
Little League Baseball  
Youth League Softball  
Youth League Football  
Youth Soccer

## Exhibit B



## ESTIMATE

CGC1508223

Page 1 of 3

This Estimate has been prepared by:

Rep Services, Inc.  
165 W. Jessup Ave.  
Longwood, FL 32750-4146

Terms: See below

Proposed To: Titusville Rotary Club, Inc.  
1209 S Washington Ave  
Titusville, FL 32780-4235

Ship TBD at a later date  
To:

Attn: Donn Mount

Attn:

Project No: 18614

Project Name: Sand Point Park

Project Contact: Jason Snodgrass

Proposal No: 18614.01

Proposal Name: Sand Point Park 18614-1-1

Project Location: 101 N Washington Ave  
Titusville, FL 32796

Proposal Date: 10/8/2021

Proposal Expires: 11/6/2021

Project County: Brevard

For Questions Contact: Shela Brown

407-853-3558

shela@rep-services.com

Sales Consultant: Mary Langley

407-853-3563

mary@rep-services.com

Opt/Rev: A/-1 Printed: 10/8/21 - SA

Vendor: Landscape Structures

Proj Drawings: 18614-1-1

Class	Part No	Qty	Description	Unit Price	Net Price	Ext Price
Play Area Ages 5-12						
Custom	CP003080A-001	1 EA	Dir Ind Combo Oodle Swing & Friendship Swing	15,265.00	15,265.00	15,265.00
Kids In Motion	IP228071A-001	1 EA	Global Motion Hdg Db Only	35,845.00	35,845.00	35,845.00
	IP233055B-001	1 EA	Digirider Rocket Ship Db	1,510.00	1,510.00	1,510.00
Sensory Play	IP168100A-001	4 EA	Sensory Play Center Wall Db	1,475.00	1,475.00	5,900.00
	IP168101A-001	2 EA	Sensory Play Center Wall End Db	980.00	980.00	1,960.00
	IP168102A-001	1 EA	Alphamaze And Labyrinth Panel	610.00	610.00	610.00
	IP168105A-001	1 EA	Imagination Table	790.00	790.00	790.00
	IP168108A-001	1 EA	Kaleidospin Panel	3,340.00	3,340.00	3,340.00
	IP168661A-001	5 EA	Sensory Play Station Plate	0.00	0.00	0.00
	IP168666A-001	1 EA	Bongo/xylofun Panel	3,155.00	3,155.00	3,155.00
	IP214442A-001	1 EA	Rhapsody Grandioso Chimes Db	7,610.00	7,610.00	7,610.00
	IP214443A-001	1 EA	Rhapsody Goblet Drum Db	1,620.00	1,620.00	1,620.00
	IP214444A-001	1 EA	Rhapsody Kundu Drum Db	1,620.00	1,620.00	1,620.00
	IP214445A-001	1 EA	Rhapsody Kettle Drum Db	1,620.00	1,620.00	1,620.00
	IP250340A-001	1 EA	Rhapsody Cascata Bells Db	4,410.00	4,410.00	4,410.00
Swings	IP277778A-001	1 EA	We-go-swing W/1 Accessible Bay Db Only	33,865.00	33,865.00	33,865.00
Product Subtotal:						\$119,120.00
Electronic of Signed & Sealed Engineering:						\$1,750.00
Florida Sales Tax:					6.00%	\$7,252.20
Local Option Tax for Brevard County:					1.00%	\$50.00
Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 6,231 lbs Freight Charge:						\$7,540.00
Landscape Structures Total:						\$136,712.20

Vendor: Tot TurfRSI

Proj Drawings:

Class	Part No	Qty	Description	Unit Price	Net Price	Ext Price
Miscellaneous	DUMPSTER	1 EA	Dumpster provided by manufacturer	1,200.00	1,200.00	1,200.00
Surfacing	EPDM4C1	720 SF	EPDM Poured in Place Safety Surfacing. Single Color Blend 50% Black/50% Standard Color, 2" thick at 4' CFH	22.50	22.50	16,200.00
	EPDM8C1	2,800 SF	EPDM Poured in Place Safety Surfacing. Single Color Blend 50% Black/50% Standard Color, 3.75" thick at 8' CFH	22.50	22.50	63,000.00
Freight: Prepaid Ship Method: Best Way FOB: Destination Freight Charge:						Included
Tot TurfRSI Total:						\$80,400.00
580149						
Item	Qty	Description	Unit Price	Ext Price		
INS-LSI	1 LT	Equipment Installation - Landscape Structures				
INS-SURFACING SUBBASE	3,520 SF	Provide and Install #57 Recycled concrete subbase for surfacing	40,750.00	40,750.00		
			2.75	9,680.00		

Estimated pricing may change without notice.  
For a formal proposal, please contact us.



REP SERVICES, INC. 165 W. Jessup Ave. Longwood, FL 32750-4146  
Experts at Play & Outdoor Spaces [www.rep-services.com](http://www.rep-services.com)

sales@rep-services.com

Proposal No: 18614.01

Project Name: Sand Point Park

Proposal Date: 10/8/2021

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Vendor: RSI Installer

RSI Installer Total: \$50,430.00

Item	Qty	Description	Unit Price	Ext Price
PERMIT FILING	1 EA	Charge for document preparation for building permit. NOTE: Permit Fees charged by the building department will be prepaid and invoiced separately and will require a change order to your Purchase Order or Contract.	750.00	750.00
PERMIT FEE	1 EA	ESTIMATED Permit fees charged by the Building Department for the building permit	10,516.00	10,516.00
General Terms of Sale and Proposal Summary			RSI Installer Total:	\$11,266.00

50% Deposit, Net 30

Product:	\$201,270.00
Installation:	\$61,696.00
Grand Total Tax:	\$7,302.20
Freight:	\$7,540.00
Estimate Total:	\$277,808.20

#### Notes

##### Basis of Proposal:

Our estimate is based upon our discussion.

Please note the vendor requirements itemized below.

Also, please be aware that we generate separate invoices for product at the time of delivery, then we invoice for installation upon completion. This is the customary approach in construction and eliminates sales tax on installation services. If your project should include products from multiple manufacturers, be advised that the products will be invoiced separately.

If, during the performance of this contract, the price of an input increases 3% or more as documented by factory quotes, invoices or receipts to contractor (Rep Services, Inc.) from the date of the contract signing the price of shall be equitably adjusted by an amount reasonably necessary to cover such price increases. Where the delivery of an input is delayed, through no fault of contractor (RSI) as a result of the shortage or unavailability of an input, contractor (RSI) shall not be liable for any additional costs or damages associated with such delay(s).

(This schedule starts when all needed information to direct engineering has been gathered.)

- 6 Weeks: Engineering & Submittals
- 4 Weeks +/- Permitting
- 12 Weeks Longest manufacturing lead time. (Typical for scheduling.)
- 2 Week Shipping
- 3 Weeks Installation of equipment ...and safety surfacing.
- 27 Weeks TOTAL WEEKS

Note that RSI is committed to do all it can to meet the needs of your project.

##### Landscape Structures:

When placing an order, please select colors from those shown on pages 284-287 of the catalog.

The HealthBeat equipment listed is to be considered fitness equipment only. Appropriate signage is strongly recommended. Outdoor fitness equipment shall not be placed within defined children's playground areas and shall be separated from the use zones for playground equipment by fencing, mounds, pathways, landscaping or other barriers.

The Owner/Operator shall install protective surfacing in accordance with specifications F1292 and F1951, as applicable (ref. ASTM F3101-15 10.2).

Protective surfacing material must have a critical height value to meet the maximum fall height for the equipment and be accessible (ref. ASTM F3101).

##### Tot Turf Poured in Place Surfacing:

This quotation is for material, freight and installation.

Owner or Owner's contractor is responsible for:

- All site work, site preparation and base preparation.
- Accuracy of project dimensions and product quantities prior to ordering.
- Please specify color when ordering.
- Security of the site during cure time (typically 48 hours).

##### Installation:

Unless otherwise noted, the following items are to be PROVIDED BY CUSTOMER prior to installation:

To Be Provided by customer:

- Access for machines and labor crew to equipment installation location.
- Storage or Staging area.

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**REP SERVICES, INC.**  
Experts at Play & Outdoor Spaces

165 W. Jessup Ave. · Longwood, FL 32750-4146

[www.repservices.com](http://www.repservices.com)

[sales@repservices.com](mailto:sales@repservices.com)

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- Signed & sealed site plan or survey.
- All site work, site preparation and base preparation.
- Private underground utilities located and marked prior to installation.
- Sod & Landscape Restoration.
- Soils testing.
- Tree survey.
- Site security.
- Dumpster.
- Water and 110 Electric.
- Dewatering and drainage considerations.
- Concrete testing.

Installation Charges on this proposal are based on NO UNFORESEEN conditions in the area, above or below the surface. If unforeseen conditions arise, the installation charges will change to reflect additional costs associated with dealing with those circumstances. Examples of this include, but are not limited to: site not ready upon installer's arrival, underground utilities, or difficulties with footers due to coral rock or ground water in the holes.

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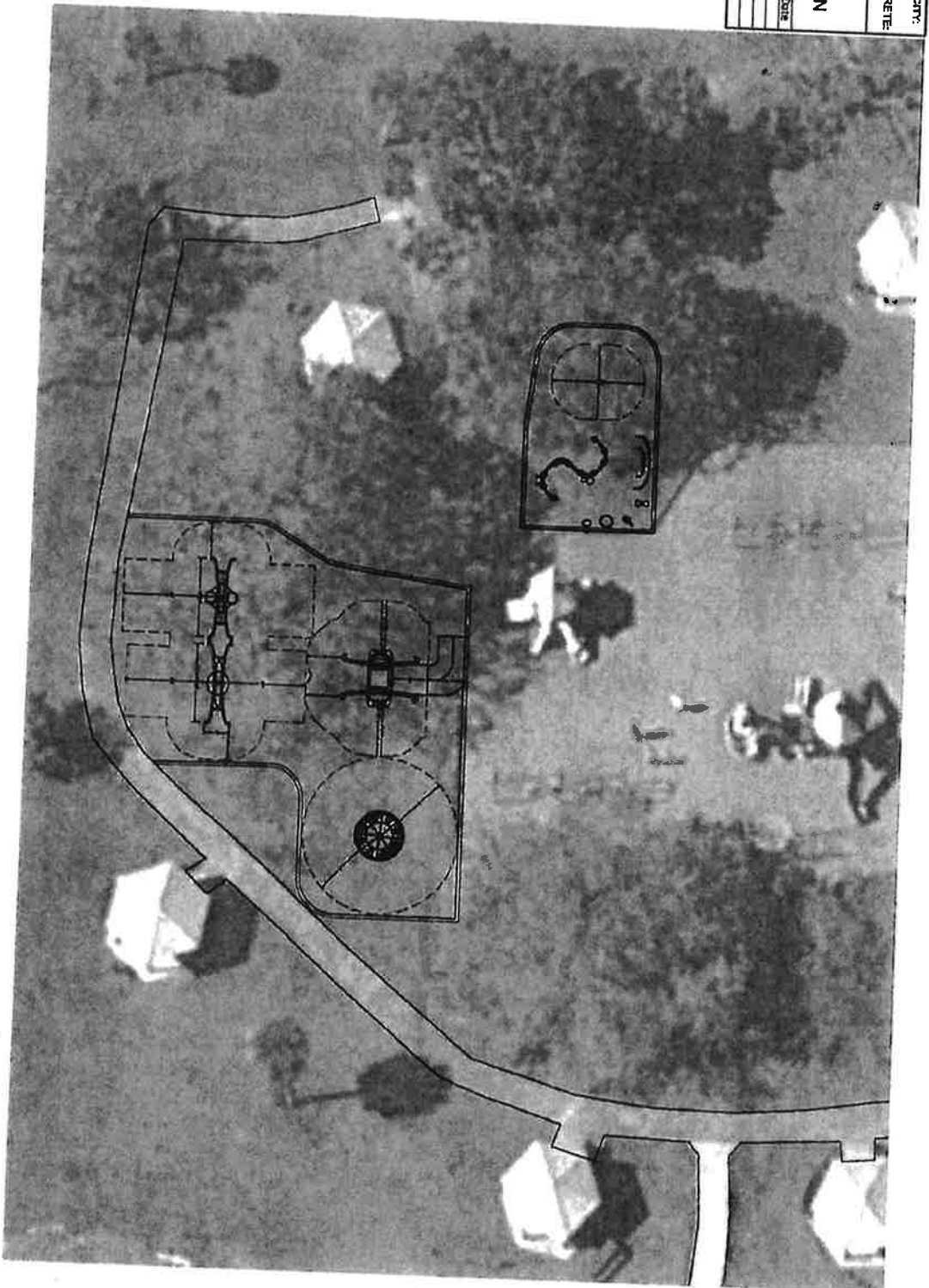
[www.repservices.com](http://www.repservices.com)

[sales@repservices.com](mailto:sales@repservices.com)

TOTAL AREA: FALL HEIGHT:		USER CAPACITY:
3200 SF	5'	25
BORDER: SURFACING AREA: ADDL. CONCRETE:		
384 LF CLWB	3200 SF PP	50 SF
<b>PG-1</b>		
<b>CONCEPT EQUIPMENT PLAN</b>		
Revisions:		
#	Revision	Date

# Sand Point Park

Titusville, FL  
PROJECT: 18814-1-1  
NOT FOR CONSTRUCTION

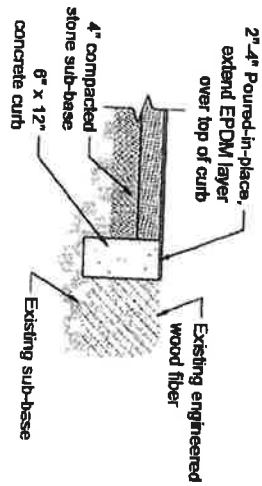


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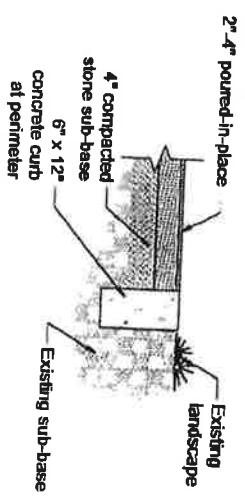


[illegible]

TOTAL AREA: FALL HEIGHT: USER CAPACITY:		3000 sq ft	5	25
BORDER: SURFACING AREA: ADJL. CONCRETE:		3000 sq ft	3000 sq ft	35 sq
PG-3				
DETAILS				
Revisions:	Revision	Date		



○ Poured-In-Place and Engineered Wood Fiber with Concrete Curb



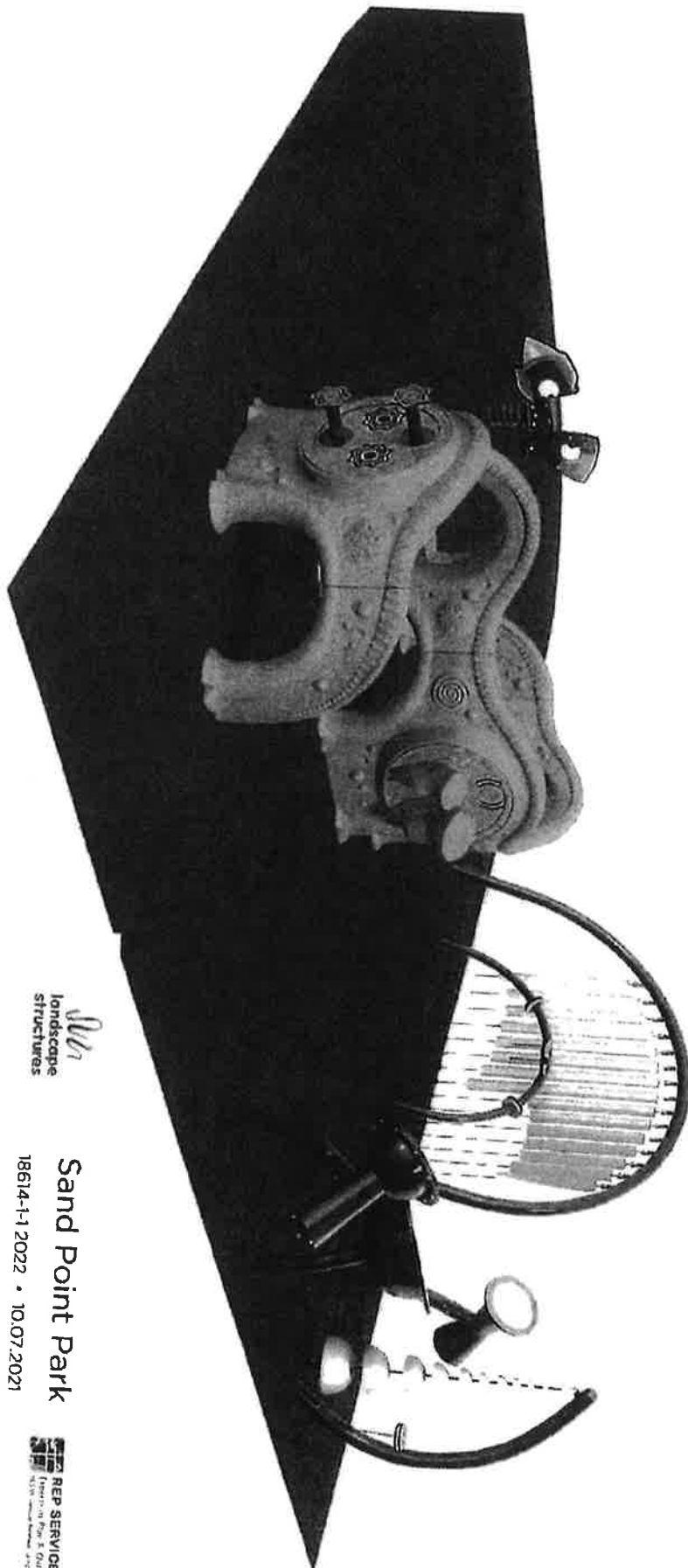
○ Poured-In-Place with Perimeter Concrete Curb

# Sand Point Park

Titusville, FL  
PROJECT: 10614-1-1  
NOT FOR CONSTRUCTION



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Experts at Play & Outdoor Spaces

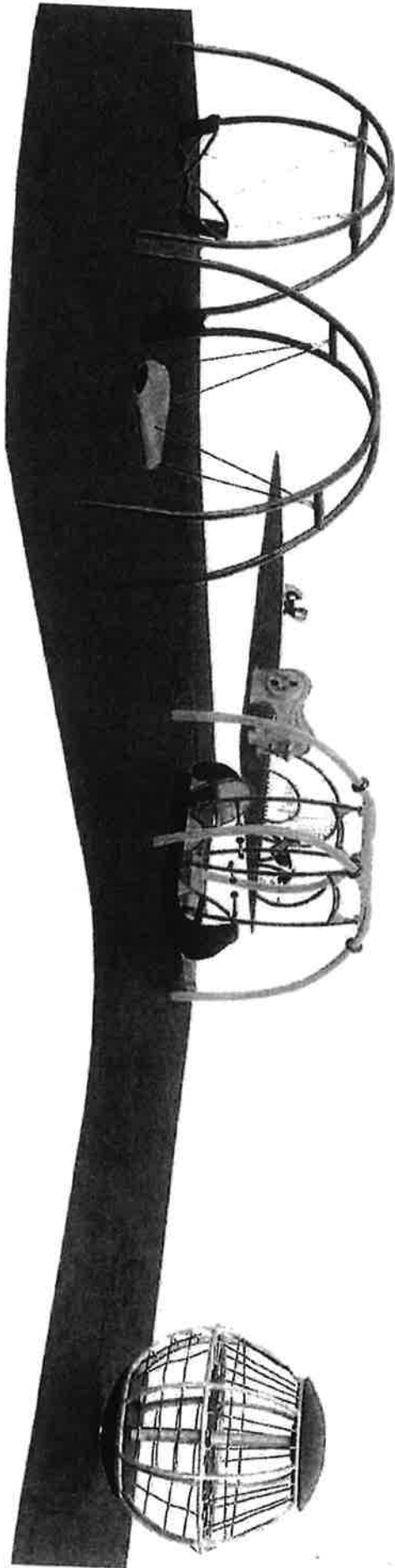


*W*  
landscape  
structures

Sand Point Park  
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18614-1-1 2022 • 10.07.2021

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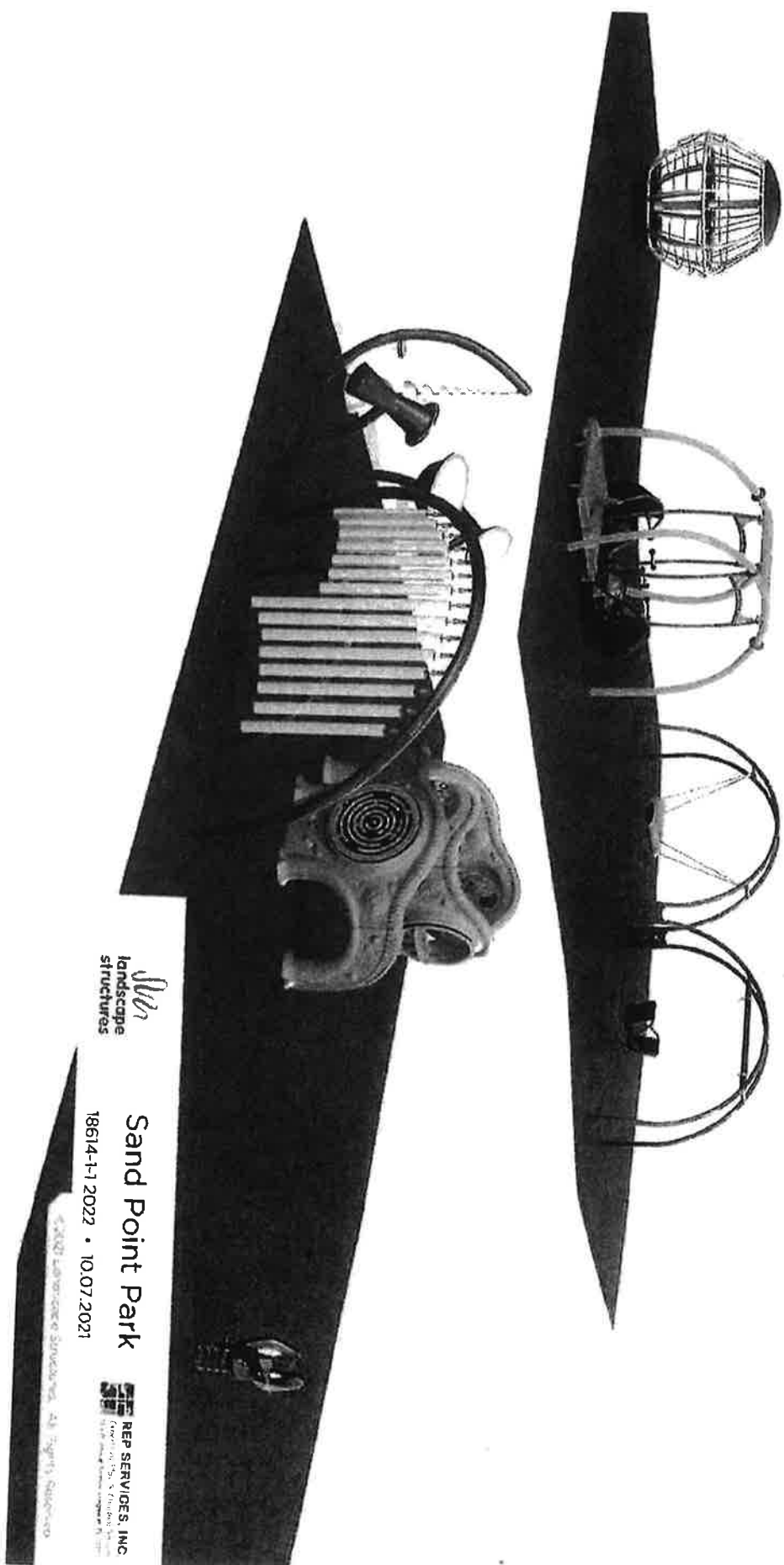


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landscape  
structures

**Sand Point Park**  
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**REP SERVICES, INC.**  
10000 1st Ave. S. Suite 100  
Minneapolis, MN 55426  
612.338.1111

Wes Landscape Structures A. 4. 2011. 2022. 2021



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landscape  
structures

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**REP SERVICES, INC.**  
Landscape Structures, Inc.  
10000 E. 1st Avenue, Suite 100  
Denver, CO 80231

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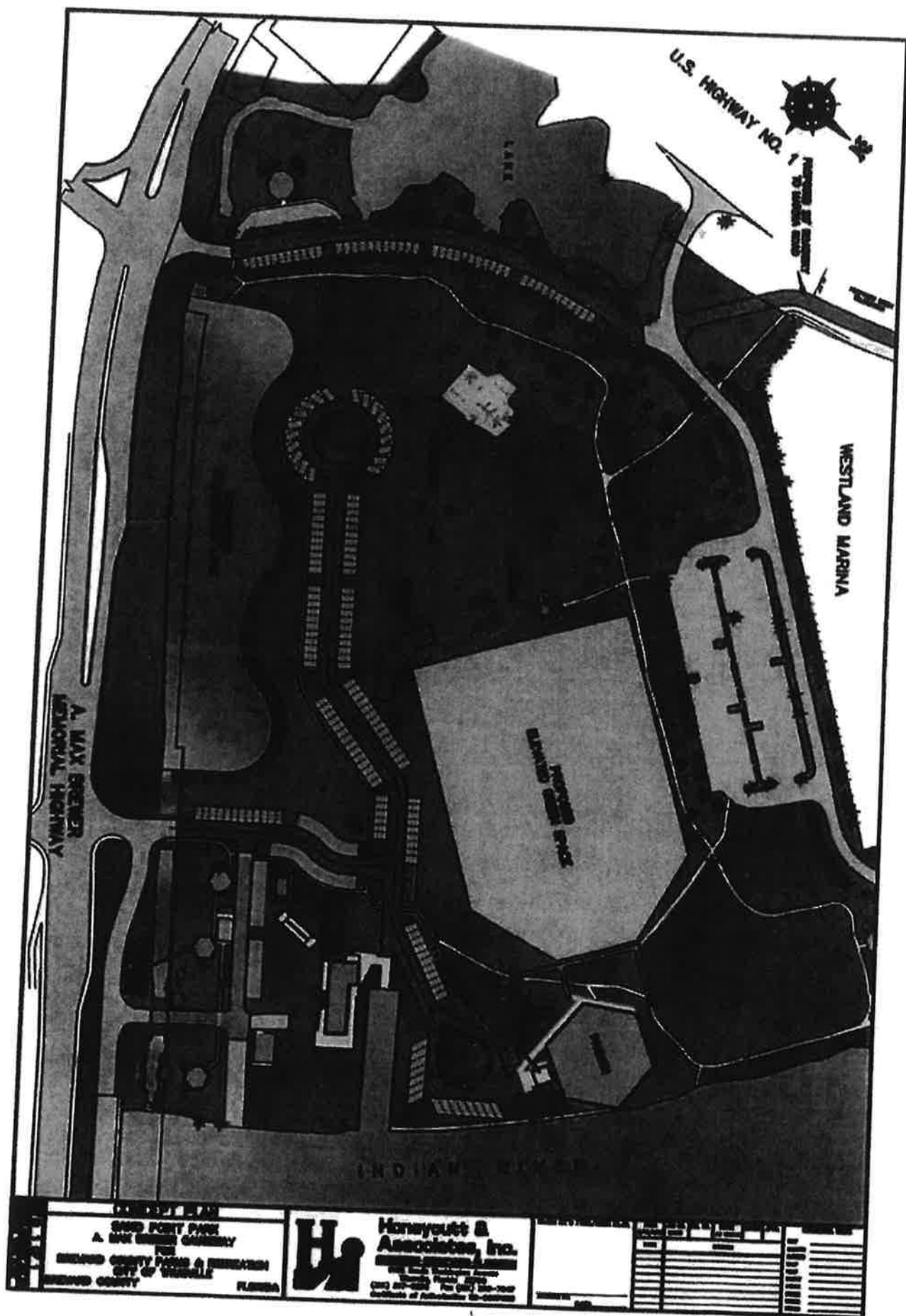


Exhibit C

