



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

---

F.12.

11/9/2021

---

### **Subject:**

Approval, Re: Interlocal Agreement with the City of Palm Bay for Sacrifice Park (District 5)

### **Fiscal Impact:**

The City of Palm Bay has been maintaining and covering the expense of the park therefore Library Services Department does not expend funds. If the Library Services Department maintained this land, it would cost an additional \$1200 to \$2400 annually.

### **Dept/Office:**

Library Services

### **Requested Action:**

It is requested that the Board of County Commissioners approve and authorize the Chair to execute an Interlocal Agreement with the City of Palm Bay for the operation and maintenance of Sacrifice Park located at 120 Malabar Road, SE, Palm Bay, FL on the Franklin T. DeGroodt Library property.

### **Summary Explanation and Background:**

The City of Palm Bay has been maintaining and operating Sacrifice Park since 1995, the park was constructed to recognize Brevard County first responders killed in the line of duty.

The City desires to make improvements to the monument and the park, as the park is located on the same property as the Franklin T. DeGroodt Library, an interlocal agreement is necessary for the improvement and continued maintenance of the Park. Under this agreement the City of Palm Bay shall operate and maintain the Park solely for public recreational use consistent with the purpose of the Park.

### **Clerk to the Board Instructions:**

Please return executed copy to Wendi Bost, Library Services Department, 308 Forrest Avenue, 2<sup>nd</sup> Floor, Cocoa, FL 32922.

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

# INITIAL CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

<b>1. Contractor:</b>	
<b>2. Fund/Account #:</b> 1070/R30140/3620050	<b>3. Department Name:</b> Brevard County Library Services
<b>4. Contract Description:</b> Interlocal Agreement with City of Palm Bay - Sacrifice Park	
<b>5. Contract Monitor:</b> Karen DiNatale	<b>7. Contract Type:</b>  LEASE/RENTALS
<b>6. Dept/Office Director:</b> Wendi Bost, Library Services Director	

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____

## SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>
	<u>YES</u>	<u>NO</u>	
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<b>CM DATABASE REQUIRED FIELDS</b>	<b>Complete ✓</b>
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 #)	
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.)	



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Kimberly.Powell@brevardclerk.us

November 10, 2021

**M E M O R A N D U M**

**TO:** Wendi Bost, Library Services Director

**RE:** Item F.12., Approval of Interlocal Agreement with the City of Palm Bay for Sacrifice Park

The Board of County Commissioners, in regular session on November 9, 2021, executed and approved an Interlocal Agreement with the City of Palm Bay for the operation and maintenance of Sacrifice Park, located at 120 Malabar Road SE, Palm Bay, on the Franklin T. DeGroodt Library property. Enclosed is the executed Interlocal Agreement.

**Upon execution by the City of Palm Bay, please return the recorded Interlocal Agreement to this office for inclusion in the official minutes.**

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
RACHEL M. SADOFF, CLERK

A handwritten signature in cursive script, reading "Kimberly Powell".

Kimberly Powell, Clerk to the Board

/ds

Encl. (1)

cc: Finance  
Budget

**INTERLOCAL AGREEMENT BETWEEN  
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF  
PALM BAY REGARDING THE LONG-TERM LEASE OF SACRIFICE PARK**

**THIS INTERLOCAL AGREEMENT** entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF PALM BAY, a Florida municipal corporation, (hereinafter "the CITY"), and the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter collectively called "the COUNTY").

**WITNESSETH:**

**WHEREAS**, the County owns real property and improvements on certain real property commonly known as Sacrifice Park located at 120 Malabar Rd SE, Palm Bay, Florida ("Park"); and

**WHEREAS**, Sacrifice Park was constructed to recognize Brevard County law enforcement officers killed in the line of duty; and

**WHEREAS**, the City desires to make certain improvements to the monument and Park and maintain the Park; and

**WHEREAS**, the County has determined that entering into a long-term lease of the Park to the City will be in the public interest of the citizens of Brevard County; and

**WHEREAS**, the County and the City wish to memorialize the terms of the lease to allow City to take over maintenance and allow for improvements to Sacrifice Park.

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

1. **RECITATIONS.** The foregoing recitations are true and correct and by this reference incorporated herein.
2. **TERM.** The term of the lease is ninety-nine (99) years, commencing on the Effective Date.
3. **EFFECTIVE DATE.** The term Effective Date shall mean the date on which the last of the parties executes this Agreement.
4. **CONSIDERATION.** Annual rent shall be one dollar, the receipt, value and sufficiency of which is hereby acknowledged.
5. **AUTHORITY.** This Agreement is being entered into under the authority vested in

the parties by Section 163.01, Florida Statutes, whereby an interlocal agreement is an agreement entered into by political subdivisions to allow local government units to provide services or facilities to another local government unit or public agency on a basis of mutual advantage and cooperation for the betterment of the local community needs in the public interest.

**6. TERMINATION OF AGREEMENT.**

This Agreement may be terminated by either party with cause, upon written notice of termination to the other party ninety (90) days prior to the date of such termination, except in such circumstances as more specifically described herein, under Section 7 d. below.

**7. RESTRICTED USE.** The Park may be used and occupied by City under the following conditions:

- a. City at its sole cost and expense will maintain and possibly improve the Park and any structures located within the Park.
- b. The City shall operate and maintain the Park solely for public recreational use and consistent with the purpose of the Park in recognizing Brevard County first responders killed in the line of duty.
- c. The City will maintain property insurance on the Park and be solely responsible.
- d. In the event the Park is not used or ceases to be used for the stated purposes above, then all right, title and interest of the Park shall revert to the County which shall thereafter have the right to reenter and repossess the Park as outlined in Section 6 a. above, with cause.

**8. ASSUMPTION OF MAINTENANCE AND OPERATIONS.** Upon execution, the City will assume maintenance and operation of the Park. The City may refurbish, repair or replace the monument located in the Park, so long as any replacement serves the purpose of the Park in recognizing Brevard County first responders killed in the line of duty. The City shall have the right to maintain improvements or construct new improvements, as determined in the sole discretion of the City.

**9. INDEMNITY.** The parties agree that each party shall be responsible for any economic damages that result from the negligence or intentional acts of such party or such party's employees, officers, agents, or attorneys, to the extent allowed by law. Notwithstanding, nothing contained herein shall be construed as waiver of sovereign immunity as provided by Florida Statute §768.28 nor an admission of liability by either party.

**10. NO THIRD PARTY BENEFICIARIES.** This Agreement is for the benefit of the County and the City. No other person is intended to be a beneficiary under this Agreement.

**11. EFFECT OF AGREEMENT.** This agreement, including the exhibits and all documents and papers delivered pursuant hereto, and any written amendments hereto executed by the parties to this agreement constitute the entire agreement between the parties and supersedes all prior agreements and understandings, oral or written, among the parties to this agreement with respect to the subject matter hereof. This agreement may be amended only by written agreement approved and executed with the same formalities as this Agreement by all parties.

**12. ATTORNEY'S FEES.** In the event any litigation arises out of this Agreement or under this Agreement, each party shall bear its own attorney's fees and costs.

**13. VENUE.** Venue for any legal action brought by any party to this 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.

**14. NOTICES.** All notices, requests, demands and other communications which required or may be given under this agreement shall be in writing and, in the case of notice to the City or County Manager, by email. Notice shall be deemed to have been duly given if emailed and by personal delivery or deposit of the same in first class mail, postage prepaid by certified mail:

**AS TO CITY:**

CITY OF PALM BAY

City Manager

120 Malabar Road SE

Palm Bay, FL 32909

[Suzanne.Sherman@palmbayflorida.org](mailto:Suzanne.Sherman@palmbayflorida.org)

**AS TO COUNTY:**

BREVARD COUNTY

County Manager

2725 Judge Fran Jamieson Way

Melbourne FL 32940

[Frank.Abbate@brevardfl.gov](mailto:Frank.Abbate@brevardfl.gov)

or to such other addresses such by notice in writing to any other parties.

**15. AUDITING, RECORDS AND INSPECTION.**

All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of Chapter 119, Florida Statutes and Section 401.30, Florida Statutes. The County and the City agree to comply promptly with any request for public records or documents made in accordance with Section 119.07, Florida Statutes.

Upon a request for public records related to this Agreement, the County or the City, as the case may be, will inform promptly the other party of the request and, upon request of the other party, provide electronic copies of the responsive public records provided, at no additional cost to the County or the City, as the case may be.

16. **GOVERNING LAW.** The validity, construction and enforcement of and the remedies under this agreement shall be governed in accordance with the laws of the State of Florida.
17. **SAVINGS CLAUSE.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK  
SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be signed on this the first date first above written.

**CITY OF PALM BAY**

By: \_\_\_\_\_  
J. Robert Medina, Mayor  
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Terese Jones, City Clerk

**BREVARD COUNTY**

By:  \_\_\_\_\_  
RITA PRITCHETT Chair  
(as approved by the Board on  
Nov., 9 2021)

**ATTEST:**

  
\_\_\_\_\_  
RACHEL SADOFF, Clerk