

Meeting Date  
**October 10, 2017**



AGENDA	
Section	New Business
Item No.	VI, B.1

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

SUBJECT:	Tourism Community Development Plan Project Approvals
DEPT/OFFICE:	Tourist Development Office

**Requested Action:**  
 It is requested that the Board of County Commissioners approve the attached Tourism Community Development Plan capital projects. The five projects have completed the review process through the Capital Facilities Committee and Tourist Development Council. It is also requested that the Board approve all necessary budget change requests and authorize the Chairman to sign any documents required.

**Summary Explanation & Background:**

Tourist Development Tax Revenues are restricted to only authorized uses defined by Florida Statute 125.0104, directed by Brevard County Code Chapter 102, Article III – Local Option Tax Plan (Tourist Development Plan). In regards to Capital Facilities funding, the statute states authorized uses of these dollars are "...to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote one or more publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the county; and further including museums, zoological parks, fishing piers and nature centers which are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public within the county."

According to the newly revised Ordinance regarding the Tourist Development Tax Budget Plan for tax remitted after November 1, 2017, \$2,008,439 in budgeted TDT revenues in FY2017-18, can be used for tourism-related capital facilities projects. To utilize these revenues effectively, the Tourism Community Development Plan was developed by the Tourist Development Council. On September 27, 2017, through the plan process, the Capital Facilities Committee and the Tourist Development Council unanimously approved five priority projects for funding via cash reimbursement from available fund balance or the most economical long term financing available to the county.

The Tourist Development Council must approve final and complete project package prior to disbursement of any funds. Each project package shall include, if applicable, confirmation of secured matching funds; pro forma financial statements; final master plan; compliance with Tourist Development Tax statute, including verification of public ownership and letters of support from all involved parties, including the municipality in which the project is located.

Projects must commence construction by October 10, 2019 or otherwise funding approval is withdrawn.

- Oars & Paddles Park & Pier - \$199,495 Cash Reimbursement (Est. Project Funding Timeline: January 2018)
- Palm Bay Nature Center & Campground - \$1,700,000 Cash Reimbursement (Est. Project Funding Timeline: April 2018)
- Titusville Multi-Use Sports Arena - \$7,000,000 most economical long term financing available (Est. Project Funding Timeline: April 2018)
- Viera Regional Sports Complex - \$5,000,000 most economical long term financing available (Est. Project Funding Timeline: April 2018)
- Cape Canaveral Lighthouse Keeper's Cottage Museum \$500,000 Cash Reimbursement (Est. Project Funding Timeline: January 2018)

**Fiscal Impact FY2017-18: Budgeted FY2017-18 Capital Facilities Reserves is \$4,626,367. A total of \$2,399,495 from Capital Facilities Reserves will be used for the Oars & Paddles Park & Pier (\$199,495), Palm Bay Nature Center & Campground (\$1,700,000), and the Cape Canaveral Lighthouse Keeper's Cottage Museum (\$500,000) via cash reimbursements, leaving a balance of \$2,226,872 in Capital Facilities Reserves. The most economical long term financing available to the county will be used to fund the Viera Regional Sports Complex (\$5,000,000) and the Titusville Multi-Use Sports Arena (\$7,000,000). Pledging of TDT tax revenues, payment amounts and details of these loans will be dependent on available fund balance when funds are requested.**

Contact: Eric Garvey, Executive Director, TDO  
 Phone/e-mail: 321-433-4470 eric.garvey@visitspacecoast.com

Clerk to the Board Instructions:

Exhibits Attached: Projects Summary; Individual Project Summaries (5)

**Contract /Agreement (If attached):** Reviewed by County Attorney    Yes     No     PR

County Manager	Interim Assistant County Manager	Department Director / Extension
Frank Abbate	James Liesenfelt	



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

October 11, 2017

**MEMORANDUM**

**TO:** Eric Garvey, Tourist Development Office Director

**RE:** Item VI.B.1., Approval for Tourism Community Development Plan Capital Projects

The Board of County Commissioners, in regular session on October 10, 2017, approved the Tourism Community Development Plan capital projects; approved all necessary budget change requests; and authorized the Chairman to sign any required documents.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Rowe*

Tammy Rowe, Deputy Clerk

/kp

cc: Assistant County Manager Leisenfelt  
Finance  
Budget

AGREEMENT FOR COUNTY SERVICES  
BY AND BETWEEN  
BREVARD COUNTY, FLORIDA  
AND THE  
CITY OF PALM BAY

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_, 2018, by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, hereinafter referred to as the "COUNTY," and the CITY OF PALM BAY, hereinafter referred to as the "CITY."

**WITNESSETH:**

**WHEREAS**, the COUNTY has implemented a tourist development tax pursuant to Section 125.0104, Florida Statutes, in order to advance and grow tourism in Brevard County; and

**WHEREAS**, the CITY has requested tourist development tax revenue to improve, enhance, and develop the Palm Bay Nature Center and Campground; and

**WHEREAS**, during the Board of County Commissioners' meeting on October 10, 2017, the COUNTY determined that tourist development tax revenue be provided to the CITY in order to renovate the Palm Bay Nature Center and Campground as it relates to local tourism under Section 125.0104, Florida Statutes; and

**WHEREAS**, the COUNTY has identified the Palm Bay Nature Center and Campground as being eligible for tourist development tax revenue; and

**WHEREAS**, the CITY understands that these tax funds can only be spent in accordance with the acceptable purposes outlined in Section 125.0104, Florida Statutes, and shall be responsible for ensuring these funds are used in compliance with State and Local law.

**NOW, THEREFORE**, the parties agree as follows:

1. COUNTY Responsibilities  
The COUNTY agrees to provide the CITY with \$1,700,000.00, payable in cash reimbursements only, for the renovation of Palm Bay Nature Center and Campground within the CITY limits.
2. CITY Responsibilities
  - (a) Ensure that tourist development tax revenues provided by the COUNTY are used to renovate the Palm Bay Nature Center and Campground in accordance with State law and County ordinance.

- (b) Provide for costs, including, but not limited to, compensation and benefits for personnel, from CITY funds to renovate Palm Bay Nature Center and Campground.
- (c) Submit accurate invoices and other appropriate evidence for reimbursement deemed acceptable by the COUNTY, such as proof of payment for specific services or goods, with the understanding that the COUNTY pays invoices according to the Florida Prompt Payment Act.

3. Program Coordination

In order to coordinate efforts and ensure compliance with the terms of this Agreement, the City Manager's designated staff shall, as needed, provide reporting to and coordinate presentations with the County's Tourism Development Office's Executive Director or designee.

4. Miscellaneous Provisions

- (a) The COUNTY and CITY shall not be responsible or liable for any agreement(s) entered into by the other party to this Agreement with a third-party.
- (b) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- (c) Nothing in this Agreement shall require the COUNTY to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable Federal, State, or Local law. Provided that, if any of the provisions of the Agreement violate any applicable Federal, State, or Local law, the CITY will at once notify the COUNTY in writing in order that appropriate changes and modifications may be made by the COUNTY and CITY.

5. Constitutional or Statutory Duties and Responsibilities of the Parties to the Agreement

- (a) This Agreement shall not be construed nor deemed to authorize the delegation of the constitutional or statutory duties of any of the parties. Nothing in this Agreement shall be interpreted or construed to constitute the CITY to be an agent, employee, or representative of the COUNTY. Likewise, nothing in this Agreement shall be interpreted or construed to constitute the COUNTY to be an agent or representative of the CITY.
- (b) In addition, this Agreement does not relieve any of the parties of any obligation or responsibility imposed upon them by law. The CITY and the COUNTY agree to abide by all Federal and State laws, as well as any County ordinances, policies, and procedures.

6. Indemnification and Hold Harmless

- (a) To the extent permitted by law, each party hereto shall indemnify and hold harmless the other party for the negligent acts and/or omissions of its own employees and agents in the performance of this Agreement.
- (b) The COUNTY, at no time, shall assume the obligations or undertake the responsibility for the completion of any contract or compliance with any law or rule imposed on the CITY. The CITY, to the extent allowed by law, or at all times hereafter, shall hold harmless the COUNTY, its officers, agents, and employees,

against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney's fees, and expenses arising out of any contract to be performed by the CITY, any document prepared by the CITY, or any undertaking imposed on the CITY by law.

7. Duration of Agreement and Termination

- (a) This Agreement pertains only to the renovation of Palm Bay Nature Center and Campground.
- (b) The CITY agrees that construction shall begin no later than October 2019, and the COUNTY agrees that funding shall be available for reimbursement as early as April 2018.
- (c) Once cash reimbursements for the renovation of Palm Bay Nature Center and Campground in the amount of \$1,700,000.00 have been dispersed, this Agreement shall automatically terminate.

8. Amendment of Agreement

- (a) Amendments to this Agreement may be initiated by the CITY or the COUNTY, but must be done in writing.
- (b) Amendments to this Agreement must be formally ratified and approved by the CITY and the COUNTY.

9. Effective Date

This Agreement supersedes all other agreements and shall be effective on the \_\_\_\_ day of \_\_\_\_\_, 2018, and the parties shall commence the performance of their obligations under this Agreement as of such date.

10. Entirety

This Agreement represents the understanding between the parties in its entirety and no other agreements, either oral or written, exist between the CITY and the COUNTY.

*[The remainder of this page has intentionally been left blank.]*

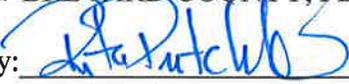
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above-written.

ATTEST:

  
\_\_\_\_\_  
SCOTT ELLIS, Clerk

Date:    /    /   

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

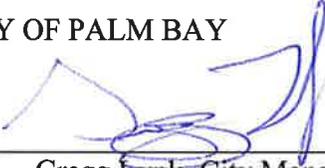
By:   
\_\_\_\_\_  
Rita Pritchett, Chair

As approved by the Board Oct. 10, 2017  
Executed by COUNTY on \_\_\_\_\_

WITNESS:

  
\_\_\_\_\_  
Signature  
TERESE M. JONES  
\_\_\_\_\_  
Witness name printed  
Date: 6/18/18

CITY OF PALM BAY

By:   
\_\_\_\_\_  
Gregg Lynk, City Manager

As approved by the CITY June 7, 2018  
Executed by CITY on 6/18/18

Reviewed for legal form and content:



(Assistant) County Attorney

AGREEMENT FOR COUNTY SERVICES  
BY AND BETWEEN  
BREVARD COUNTY, FLORIDA  
AND THE  
CITY OF PALM BAY

THIS AGREEMENT is made and entered into this 21<sup>st</sup> day of September, 2018, by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, hereinafter referred to as the "COUNTY," and the CITY OF PALM BAY, hereinafter referred to as the "CITY."

**WITNESSETH:**

**WHEREAS**, the COUNTY has implemented a tourist development tax pursuant to Section 125.0104, Florida Statutes, in order to advance and grow tourism in Brevard County; and

**WHEREAS**, the CITY has requested tourist development tax revenue to improve, enhance, and develop the Palm Bay Nature Center and Campground; and

**WHEREAS**, during the Board of County Commissioners' meeting on October 10, 2017, the COUNTY determined that tourist development tax revenue be provided to the CITY in order to renovate the Palm Bay Nature Center and Campground as it relates to local tourism under Section 125.0104, Florida Statutes; and

**WHEREAS**, the COUNTY has identified the Palm Bay Nature Center and Campground as being eligible for tourist development tax revenue; and

**WHEREAS**, the CITY understands that these tax funds can only be spent in accordance with the acceptable purposes outlined in Section 125.0104, Florida Statutes, and shall be responsible for ensuring these funds are used in compliance with State and Local law. \_\_\_\_\_

**NOW, THEREFORE**, the parties agree as follows:

1. COUNTY Responsibilities  
The COUNTY agrees to provide the CITY with \$1,700,000.00, payable in cash reimbursements only, for the renovation of Palm Bay Nature Center and Campground within the CITY limits.
2. CITY Responsibilities
  - (a) Ensure that tourist development tax revenues provided by the COUNTY are used to renovate the Palm Bay Nature Center and Campground in accordance with State law and County ordinance.

- (b) Provide for costs, including, but not limited to, compensation and benefits for personnel, from CITY funds to renovate Palm Bay Nature Center and Campground.
  - (c) Submit accurate invoices and other appropriate evidence for reimbursement deemed acceptable by the COUNTY, such as proof of payment for specific services or goods, with the understanding that the COUNTY pays invoices according to the Florida Prompt Payment Act.
3. Program Coordination  
In order to coordinate efforts and ensure compliance with the terms of this Agreement, the City Manager's designated staff shall, as needed, provide reporting to and coordinate presentations with the County's Tourism Development Office's Executive Director or designee.
4. Miscellaneous Provisions
- (a) The COUNTY and CITY shall not be responsible or liable for any agreement(s) entered into by the other party to this Agreement with a third-party.
  - (b) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
  - (c) Nothing in this Agreement shall require the COUNTY to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable Federal, State, or Local law. Provided that, if any of the provisions of the Agreement violate any applicable Federal, State, or Local law, the CITY will at once notify the COUNTY in writing in order that appropriate changes and modifications may be made by the COUNTY and CITY.
5. Constitutional or Statutory Duties and Responsibilities of the Parties to the Agreement
- (a) This Agreement shall not be construed nor deemed to authorize the delegation of the constitutional or statutory duties of any of the parties. Nothing in this Agreement shall be interpreted or construed to constitute the CITY to be an agent, employee, or representative of the COUNTY. Likewise, nothing in this Agreement shall be interpreted or construed to constitute the COUNTY to be an agent or representative of the CITY.
  - (b) In addition, this Agreement does not relieve any of the parties of any obligation or responsibility imposed upon them by law. The CITY and the COUNTY agree to abide by all Federal and State laws, as well as any County ordinances, policies, and procedures.
6. Indemnification and Hold Harmless
- (a) To the extent permitted by law, each party hereto shall indemnify and hold harmless the other party for the negligent acts and/or omissions of its own employees and agents in the performance of this Agreement.
  - (b) The COUNTY, at no time, shall assume the obligations or undertake the responsibility for the completion of any contract or compliance with any law or rule imposed on the CITY. The CITY, to the extent allowed by law, or at all times hereafter, shall hold harmless the COUNTY, its officers, agents, and employees,

against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney's fees, and expenses arising out of any contract to be performed by the CITY, any document prepared by the CITY, or any undertaking imposed on the CITY by law.

7. Duration of Agreement and Termination

- (a) This Agreement pertains only to the renovation of Palm Bay Nature Center and Campground.
- (b) The CITY agrees that construction shall begin no later than October 2019, and the COUNTY agrees that funding shall be available for reimbursement as early as April 2018.
- (c) Once cash reimbursements for the renovation of Palm Bay Nature Center and Campground in the amount of \$1,700,000.00 have been dispersed, this Agreement shall automatically terminate.

8. Amendment of Agreement

- (a) Amendments to this Agreement may be initiated by the CITY or the COUNTY, but must be done in writing.
- (b) Amendments to this Agreement must be formally ratified and approved by the CITY and the COUNTY.

9. Effective Date

This Agreement supersedes all other agreements and shall be effective on the 21<sup>st</sup> day of September, 2018, and the parties shall commence the performance of their obligations under this Agreement as of such date.

10. Entirety

This Agreement represents the understanding between the parties in its entirety and no other agreements, either oral or written, exist between the CITY and the COUNTY.

*[The remainder of this page has intentionally been left blank.]*

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

ATTEST:

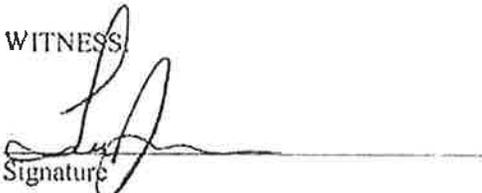
  
\_\_\_\_\_  
SCOTT ELLIS, Clerk

Date: 11

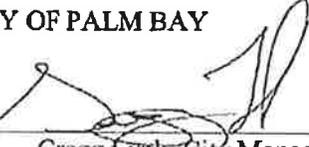
BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

By:   
\_\_\_\_\_  
Rita Pritchett, Chair

As approved by the Board 10.10.17  
Executed by COUNTY on 9.21.18

WITNESS:  
  
\_\_\_\_\_  
Signature

TERESE M. JONES  
Witness name printed  
Date: 9/18/18

CITY OF PALM BAY  
By:   
\_\_\_\_\_  
Gregg Lynk, City Manager

As approved by the CITY June 7, 2018  
Executed by CITY on SEPTEMBER 18, 2018

**AGREEMENT BY AND BETWEEN BREVARD COUNTY, FLORIDA  
AND THE CITY OF INDIAN HARBOUR BEACH  
ALLOCATING TOURISM DEVELOPMENT FUNDS**

**THIS AGREEMENT** is made and entered into this 17<sup>th</sup> day of May, 2018, by and between the BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, hereinafter referred to as the "COUNTY," and the CITY OF INDIAN HARBOUR BEACH, hereinafter referred to as the "CITY."

**WITNESSETH:**

**WHEREAS**, the COUNTY has imposed a tourist development tax pursuant to Section 125.0104, Florida Statutes, in order to provide for the advancement and growth of tourism in Brevard County; and

**WHEREAS**, the CITY has requested tourist development tax revenue to improve, enhance, and develop the Oars and Paddles Pier and Park, which is owned and operated by the CITY, with access to the Banana River via the Whiting Waterway; and

**WHEREAS**, the COUNTY has identified Oars and Paddles Pier and Park as being eligible for tourist development tax revenue; and

**WHEREAS**, during the Board of County Commissioners' meeting on October 10, 2017, the COUNTY awarded the CITY tourist development tax revenue in order to assist with the renovation of Oars and Paddles Pier and Park as it relates to increasing and growing local tourism pursuant to Section 125.0104, Florida Statutes; and

**WHEREAS**, the CITY understands that these tax funds can only be spent in accordance with the acceptable purposes outlined in Section 125.0104, Florida Statutes, and shall be responsible for ensuring these funds are used in compliance with State law and County ordinance.

**NOW, THEREFORE**, the parties agree as follows:

1. **COUNTY Responsibilities**

The COUNTY agrees to provide the CITY with \$199,495, payable in cash reimbursements only, for the renovation of Oars and Paddles Pier and Park to improve, among other things, access to a nature center.

2. **CITY Responsibilities**

(a) Ensure COUNTY funds are being used in accordance with the authorized purposes provided for in Section 125.0104, Florida Statutes, and Chapter 102 of the Brevard County Code of Ordinances.

- (b) Provide for the cost of personnel, including, but not limited to, compensation and benefits, and/or contracted vendor(s) from CITY funds to renovate Oars and Paddles Pier and Park as an authorized project under Section 125.0104, Florida Statutes, to improve, among other things, access to a nature center.

3. **Program Coordination and Supervision**

In order to coordinate and provide supervision, the City Manager's designated staff shall provide, as needed, reporting to and coordinate presentations with the Brevard County Tourism Development Office's Executive Director, or his/her designee.

4. **Duties and Responsibilities of the Parties to the Agreement**

- (a) This Agreement shall not be construed nor deemed to authorize the delegation of the constitutional or statutory duties of any of the parties. Nothing in this Agreement shall be interpreted or construed to constitute the CITY to be an agent, employee, or representative of the COUNTY. Likewise, nothing in this Agreement shall be interpreted or construed to constitute the COUNTY to be an agent or representative of the CITY.
- (b) This Agreement does not relieve any of the parties of any obligation or responsibility imposed upon them by law.

5. **Indemnification and Hold Harmless**

- (a) The COUNTY, at no time, shall assume the obligations or undertake the responsibility for the completion of any contract or compliance with any law or rule imposed on the CITY. The CITY, to the extent allowed by law, or at all times hereafter, shall hold harmless the COUNTY, its officers, agents, and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney's fees, and expenses arising out of any contract to be performed by the CITY, any document prepared by the CITY, or any undertaking imposed on the CITY by law.

6. **Duration of Agreement and Termination**

- (a) This Agreement pertains only to the renovation of Oars and Paddles Pier and Park.
- (b) Once cash reimbursements for the renovation of Oars and Paddles Pier and Park in the amount of \$199,495 have been dispersed, this Agreement shall automatically terminate.

7. **Miscellaneous Provisions**

- (a) If any of the provisions of the Agreement violate any applicable Federal, State, or Local laws, the CITY will at once notify the COUNTY in writing so that appropriate

changes and/or corrective measures can be taken by the COUNTY and CITY.  
(b) The COUNTY's failure to schedule any presentations of reporting information shall not constitute non-compliance with a material provision of this Agreement.

8. **Amendment of Agreement**

Amendments to this Agreement may be initiated by the CITY or the COUNTY. Amendments shall be formally ratified and approved by amendment to this Agreement by the City Council and the Board of County Commissioners.

9. **Severability**

This Agreement is severable. If any provision of this Agreement is held invalid, the remainder that continues to conform to the terms and requirements of applicable law shall remain in full force.

10. **Effective Date**

This Agreement supersedes all other agreements and shall be effective on the 17<sup>th</sup> day of May, 2018, and the parties shall commence the performance of their obligations under this Agreement as of such date.

11. **Entirety**

This Agreement represents the understanding between the parties in its entirety and no other agreements, either oral or written, exist between the CITY and the COUNTY.

*[Remainder of this page intentionally left blank]*

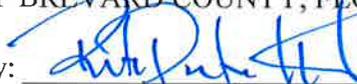
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ATTEST:

  
\_\_\_\_\_  
Scott Ellis, Clerk

Date: 5/22/18

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

By:   
\_\_\_\_\_  
Rita Pritchett, Chair

As approved by the COUNTY on 10/10/2017

WITNESS:

  
\_\_\_\_\_  
Witness signature

Sue Frank  
\_\_\_\_\_  
Witness name printed/typed  
Date: 05/08/2018

CITY OF INDIAN HARBOUR BEACH

By:   
\_\_\_\_\_  
David A. Panicola, Mayor

As approved by the CITY on May 8, 2018



Reviewed for legal form and content:

  
\_\_\_\_\_  
5/15/18

(Assistant) County Attorney