

**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

AS TO COUNTY:

BREVARD COUNTY
County Manager
2725 Judge Fran Jamieson Way
Melbourne FL 32940

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: _____ **Chair**

(as approved by the Board on
_____2021)

ATTEST:

_____, Clerk