



## **BAREFOOT BAY RECREATION DISTRICT**

Barefoot Bay Recreation District Regular Meeting  
October 13, 2022 at 1:00 PM

### **Agenda**

Please turn off all cell phones

- 1. Thought of the Day**
- 2. Pledge of Allegiance to the Flag**
- 3. Roll Call**
- 4. Additions or Deletions to the Agenda**
- 5. Approval of the Agenda**
- 6. Presentations and Proclamations**
  - A. Oath of Office
- 7. Approval of Minutes**
  - A. BOT regular meeting minutes dated September 27, 2022
- 8. Treasurer's Report**
  - A. Treasurer's Report
- 9. Audience Participation**
- 10. Unfinished Business**
- 11. New Business**
  - A. Brevard County Public Entity Purchasing Cooperative Membership
- 12. Manager's Report**
  - A. October 13, 2022 Manager's Report
- 13. Attorney's Report**
- 14. Incidental Trustee Remarks**
- 15. Adjournment**

If an individual decides to appeal any decision made by the Recreation District with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (FS 286.0105). Such person must provide a method for recording the proceedings verbatim.





# BAREFOOT BAY RECREATION DISTRICT

Board of Trustees Regular Meeting  
September 27, 2022  
1PM –Building D&E

## Meeting Called to Order

The Barefoot Bay Recreation District Board of Trustees held a Meeting on September 27, 2022, Building D&E 1225 Barefoot Boulevard, Barefoot Bay, Florida. Mr. Maino called the meeting to order at 1PM.

## Pledge of Allegiance to the Flag

Led by Mr. Maino.

## Roll Call

Present: Mr. Loveland, Mr. Brinker, Mr. Maino, Mr. Amoss. Also, present, Kent Cichon, Community Manager, John Cary, General Counsel, Stephanie Brown, District Clerk, Charles Henley, Finance Manager, Ernie Cruz, Golf Operations Manager and Matt Goetz, Property Services Manager. Mr. Morrissey was excused.

## Additions or Deletions to the Agenda

Mr. Maino requested agenda item 11G (procedure for filling trustee vacancy) to be added to the agenda.

## Approval of the Agenda

*Mr. Loveland made a motion to approve the agenda with addition of item 11G. Second by Mr. Brinker. Motion passed.*

## Presentations and Proclamations

None.

## Approval of Minutes

*Mr. Loveland made a motion to approve BOT regular meeting minutes dated September 8, 2022. Second by Mr. Brinker. Motion passed.*

## Treasurer's Report

*Mr. Brinker made a motion to approve the Treasurer's Report for September 27, 2022, as read. Second by Mr. Amoss. Motion passed.*



# BAREFOOT BAY RECREATION DISTRICT

## **Audience Participation**

Anna Petit (1002 Barefoot Circle) and Debbie Oldakowski (1110 Navajo Drive)-spoke in favor of replacing ABM with a new vendor for BBRD golf course maintenance.

Mr. Maino stated that some residents signed a petition for the removal of ABM as the golf course maintenance vendor.

## **Unfinished Business**

None.

## **New Business**

### **BBRD Policy Manual Amendment: Retirement Plan, Fee Schedule, and Various Corrective Revisions**

Resolution 2022-22 Read by Mr. Cary:

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BAREFOOT BAY RECREATION DISTRICT; PROVIDING FOR THE ADOPTION OF A REVISION TO THE POLICY MANUAL ADOPTED MAY 8, 2009, AS SUBSEQUENTLY AMENDED THROUGH APRIL 26, 2022; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE

*Mr. Loveland made a motion to accept Resolution 2022-22 as read. Second by Mr. Brinker. Motion passed.*

### **Rules for the Board of Trustees Barefoot Bay Recreation District Amendment: BBRD Trustee Remote Electronic Attendance**

Staff recommends the BOT approve for all future meetings that a Trustee may fully participate, including voting, in BOT meetings through remote electronic attendance should circumstances not allow for a Trustee to attend a BOT meeting in person and if a quorum of the BOT can only be created through such means to allow for the official conduct of business of the BOT.

Mr. Amoss spoke in favor of the motion and clarified that the reason for the amendment is to ensure that the BOT consistently has a quorum for the purposes of conducting BBRD business. Mr. Maino agreed with Mr. Amoss.

*Mr. Amoss made a motion to approve for all future meetings that a Trustee may fully participate, including voting, in BOT meetings through remote electronic attendance should circumstances not allow for a Trustee to attend a BOT meeting in person and if a quorum of the BOT can only be created through such means to allow for the official conduct of business of the BOT. In addition, the first regular BOT meeting of the month will be held on the 2<sup>nd</sup> Thursday of every month. Second by Mr. Brinker. Motion passed.*



# BAREFOOT BAY RECREATION DISTRICT

## **Golf Course Maintenance RFP**

Mr. Amoss spoke in favor of moving forward with an RFP for golf course maintenance.

*Mr. Brinker made a motion to authorize staff to issue an RFP for BBRD golf course maintenance. Second by Mr. Loveland. Motion passed.*

Mr. Brinker volunteered for the RFP evaluation committee.

*Mr. Amoss made a motion to appoint Mr. Brinker to serve as a voting member for the Golf Course Maintenance RFP Evaluation Committee. Second by Mr. Loveland. Motion passed.*

Voting members include Trustee Brinker, Mr. Cruz, Golf Operations Manager, Matt Goetz, Property Services Manager, Dave Conner (resident) and Don Oldakoski (resident).

Non-voting members include Chairman Amoss and Mr. Cichon, Community Manager.

## **Golf Course Point of Sale (POS)**

Staff recommends the BOT approve GolfNow renewal contract SO-31602.

*Mr. Loveland made a motion to approve GolfNow renewal contract SO-31602. Second by Mr. Amoss. Motion passed.*

## **Shopping Center Lease: The Cart Guys Melbourne, Inc.**

Staff recommends that the BOT replace the former lease with Shaw Medical Group, LLC with the lease with The Cart Guys Melbourne, Inc. for use of Building 1, Unit 5 & part of 4 and to forgive Shaw Medical Group the \$2,525.70 of back rent & late fees for the same space and to authorize the Chair to execute the 5-year lease agreement with The Cart Guys Melbourne, Inc.

Mr. Loveland asked why the back rent and late fees were being forgiven. Mr. Henley responded that BBRD was able to save money by forgiving the debt and sub-leasing as opposed to allocating more resources (legal costs) to recoup the funds while also having to hire a realtor to list the Shopping Center suite.

Mr. Amoss stated that several residents voiced their concern about the Cart Guys parking golf carts on the field in front of the Shopping Center. Mr. Maino and Mr. Loveland agreed that the issue should be addressed.

*Mr. Brinker made a motion to replace the former lease with Shaw Medical Group, LLC with the lease with The Cart Guys Melbourne, Inc. for use of Building 1, Unit 5 & part of 4 and to forgive Shaw Medical Group the \$2,525.70 of back rent & late fees for the same space and to authorize the Chair to execute the 5-year lease agreement with The Cart Guys Melbourne, Inc. Second by Mr. Amoss. Motion passed.*



# BAREFOOT BAY RECREATION DISTRICT

## 2023 BOT and Quarterly Townhall Meeting Schedule

Staff recommends the BOT approve the proposed dates for the regularly scheduled BOT and Quarterly Townhall meetings in calendar year 2023 and authorize staff to advertise them in the Florida Today.

Mr. Loveland spoke in favor of postponing the scheduling of Townhall meetings until the new BOT has been seated. Mr. Maino and Mr. Amoss agreed with Mr. Loveland.

*Mr. Loveland made a motion to approve the proposed dates for the 2023 regularly scheduled BOT meeting and postpone approval of the 2023 Quarterly Townhall Meetings until the January 12, 2023, BOT Meeting. Second by Mr. Brinker. Motion passed.*

## Procedure for Filing Trustee Vacancy

Mr. Maino stated that he is resigning from the BOT effective September 30, 2022. He suggested finding someone within the next month to fill his unexpired term and recommended Mr. Loveland or Mr. Grunow. Mr. Loveland thanked Mr. Maino for his recommendation but declined serving an additional term. He also spoke in favor of making a BOT appointment today for Mr. Maino's unexpired term. Mr. Brinker spoke in favor of allowing interested parties to send in resumes and letters of interest. Mr. Amoss spoke in favor of appointing a new BOT member today.

*Mr. Loveland made a motion to appoint Mr. Grunow to fill the unexpired term of Chairman Maino with Mr. Amoss assuming the role Chairman of the BOT. Second by Mr. Amoss. Motion passed. 3-1. Mr. Brinker dissented.*

## Manager's Report

### Finance

Assessment received – 99.85% collected or \$4,019,498. Balance to collect \$5,938.

### Resident Relations

#### **ARCC 8/30/2022**

- 9 Consent Items – approved
- 6 Other Items – 4 approved, 2 denied for additional information

#### **ARCC 9/13/2022**

- 1 Old Item – approved requested extension
- 2 previously denied items added at the meeting – approved
- 6 Consent Items – approved
- 8 Other Items – approved

#### **VC Meeting 9/9/22**

- 2 Cases – came into compliance prior to the meeting
- 1 Case – DOR is working with the homeowner
- 6 Cases – were found to be in violation



# BAREFOOT BAY RECREATION DISTRICT

## **August Home Sales**

- 49 Home Sales
- 25 Orientations
- 26 In Attendance

## **Food & Beverage**

- On October 6<sup>th</sup> we will begin our Rustic Roast night. A weekly Thursday dinner event will alternate between family style slow roasted chicken or Italian favorites. There will also be two weekly special dinners offered. The bar opens and dinner service begins at 4 pm until 8 p.m.
- On Saturday, October 8<sup>th</sup> there will be the highly anticipated Latin themed Christmas for Barefoot Bay Kids event at the Golf Course. The Pro Shop is registering participants now for the golf tournament. Participation in the tournament includes a Latin themed dinner. After the dinner, we welcome the community to come out to the bandshell area to enjoy DJ Terry playing popular Latin music, an appetizer buffet, and tequila tasting. A \$13 ticket includes access to this fun event from 6-9 p.m. with \$2 from every ticket benefiting Barefoot Bay kids.
- On Sunday, October 9<sup>th</sup> from 2-6 p.m. is the Barefoot Bay Celebrity Dunk Day as a fund raiser for the American Cancer Society. A big line up of well-known names in the Bay will be ready in roaring 20s style suits to test your throwing accuracy to dunk them in all good fun and to raise money to improve the lives of cancer patients and their families. Dougie will D.J. from 1:30-5:30 p.m. (and as a bonus will be one of the celebrities in the dunk tank).
- This year's spookiest party of the year will be held on Saturday, October 29<sup>th</sup> from 7-11 p.m. Our annual Halloween party has music by TC and Sass, prizes for best costumes and a festive atmosphere all night long.

Flyers with all the details are posted.

## **Property Services**

- Repaired damages to the Bobcat due to a family of raccoons moving in
- Removed old asphalt from the East Lake path and regraded with crushed coquina
- Began installation of the new doors inside building A
- Completed property line fence near #17 green & #18 tee
- Serviced all BBRD facilities air conditioning units and changed filters
- Regraded the Gunther bypass trail
- Resodded various spots around BBRD grounds
- Removed dangerous dying limbs in trees around the lake at 625 Barefoot Blvd.
- Serviced all first aid and AED's in BBRD facilities
- Investigated an issue with Pool #3 pump tripping a breaker
- Repaired several vandalized cables at the fishing pier



# BAREFOOT BAY RECREATION DISTRICT

## Golf-Pro Shop

- Greens Renovation #10 and Practice Green
  - Open October 3<sup>rd</sup>
- Lawn Bowl Facility
  - Will be overseeded November 2022
- Softball Field
  - Renovation will be completed September 26<sup>th</sup> and 27<sup>th</sup>
- Up Coming Tournaments - Visit or Call Pro Shop for information (772) 664-3174
  - Bogie & Stogies
    - October 8<sup>th</sup>
    - 1 pm Shotgun
  - Turkey Trot
    - Nov 19<sup>th</sup>
    - 1 pm Shotgun
    -
- Golf Membership Renewals begin October 1<sup>st</sup>
- All leagues at BBRD Golf Course are back up and running starting October 1<sup>st</sup>

## General Information

- Next Townhall will be October 4<sup>th</sup> at 7 p.m.
- DOR Ballot Referendum
  - Deadline for return of ballots is October 4<sup>th</sup> at 4:30 p.m.
  - Return envelopes must be signed on back for ballot to be valid
  - Ballots to be counted on October 5<sup>th</sup> at 9:00 a.m. in Building D/E

## Hurricane Ian Closures

- Brevard County School District will be closed Wednesday, September 28th and Thursday September 29<sup>th</sup>.
- Golf Course and Pro Shop is closed until further notice
- Building A, D/E and C will be closing later today until further notice
- Pools #2 and #3 will close at 5pm today, Pool #1 will be closed at 12pm on Wednesday, September 28<sup>th</sup> until further notice





# BAREFOOT BAY RECREATION DISTRICT

## Attorney's Report

Mr. Cary stated Governor DeSantis issued Executive Orders 22-218 and 22-219 which declared a state of emergency for the State of FL, and with that, the BOT and staff has additional authority to make decisions regarding the benefit, safety, and welfare of the residents.

## Incidental Trustee Remarks

Mr. Loveland expressed his gratitude to Mr. Maino for his service to BBRD and stated that he will be missed.

Mr. Brinker expressed his gratitude to Mr. Maino for his service to BBRD.

Mr. Amoss provided information on golf course trail fees for nonresidents. He reminded residents to remove signs from their yard until the wind passes. Mr. Amoss provided an explanation for the role the BOT plays in BBRD and expressed his gratitude to Mr. Maino for his service.

Mr. Maino stated that he appreciated his time serving on the BOT.

## Adjournment

The next regular meeting will be on October 13, 2022, at 1pm in Building D/E.

Mr. Brinker made a motion to adjourn. Second by Mr. Loveland. Mr. Maino adjourned.

Meeting adjourned at 2:16pm.

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Hurrol Brinker, Secretary

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Stephanie Brown, District Clerk

# Barefoot Bay Recreation District

## Treasurer's Report

October 13, 2022

### Cash Balances in General Fund as of 10/3/22

Petty Cash

Total Petty Cash: \$ 2,500.00

### Operating Cash in Banks

MB&T Operating Account

393,434.01

### Total Operating Accounts:

**393,434.01**

### Interest Bearing Accounts

MB&T Money Market Account

752,943.43

SBA Reserve Account

705,819.92

### Total Interest Bearing Accounts:

**1,458,763.35**

### Total Cash Balances in General Fund:

**\$ 1,854,697.36**

### Total Daily Deposits and Assessments Received for 9/17/22 - 10/3/22

Daily Deposits:

\$ 108,153.77

Emergency Cash for Hurricane Ian

5,000.00

Assessments Received:

-

### Total Deposits Received:

**\$ 113,153.77**

### Expenditures for 9/17/22 - 10/3/22

Check Number	Vendor	Description	Check Amount
59989	MGM Contracting	MGM Construction Insurance Claim	10,500.00
60010	Florida Power & Light Co	Electricity: 8/22	11,858.10
60020	Special District Services, Inc	Management Fees: 9/22	14,090.57
60022	TLC Engineering Solutions Inc	Beach and Shopping Center Services	5,630.00
60026	US Foods	Foodstuff and Supplies	8,590.20
60028	Petty Cash	Emergency Cash for Hurricane Ian	5,000.00
60050	Tropical Demolition	Demolition of 855 Hawthorn Circle	6,200.00
60063	ADS Security, L.P. Inc.	Annual Security and Fire Monitoring	10,430.76
60064	Online Solutions LLC	Annual Subscription	10,800.00
60065	Civic Plus	Annual Hosting and Support	15,813.46
60067	Orkin LLC	Annual Pest Control	11,359.42
	Paychex	Net Payroll - PPE 9/25/22	70,314.56
	United States Treasury	Payroll Taxes - PPE 9/25/22	21,133.66

### Total Expenditures \$5,000 and above:

**201,720.73**

### Expenditures under \$5,000:

**51,888.69**

### Total Expenditures:

**\$ 253,609.42**

## Board of Trustees Meeting Agenda Memo

Date: Thursday, October 13, 2022  
Title: **Brevard County Public Entity Purchasing Cooperative Membership**  
Section & Item: 11.A  
Department: Administration, Finance  
Fiscal Impact: Undetermined  
Contact: Charles Henley, Finance Manager, Kent Cichon, Community Manager  
Attachments: BC Cooperative Interlocal agreement, BC Cooperative Procedures  
Reviewed by General Counsel: Yes  
Approved by: Kent Cichon, Community Manager



### Requested Action by BOT

Staff recommends the BOT approve BBRD membership in the Brevard County Public Entity Purchasing Cooperative and authorize the Chair to execute the associated Interlocal Agreement.

### Background and Summary Information

On August 9, 2011 the Brevard County Board of County Commissioners approved the Interlocal Agreement to allow participation in a purchasing arrangement to be known as the Brevard County Public Entity Purchasing Cooperative.

Membership in the Cooperative is open to all public entities within Brevard County.

The purpose of the Cooperative is to work toward soliciting annual bids so that all agencies can obtain the benefits and efficiencies that can accrue to members of a cooperative.

Some of the Cooperative members are:

Brevard County Schools  
City of Cape Canaveral  
City of Cocoa  
City of Cocoa Beach  
City of Palm Bay  
City of Rockledge  
City of Titusville  
City of Melbourne  
City of Melbourne Beach.  
Eastern Florida State College  
Port Authority Port Canaveral

Membership is free and a prerequisite to participation in any Cooperative solicitation or award. However, participation in any Cooperative solicitation is voluntary.

At no time will the Cooperative, or any member of the Cooperative, be obligated for placing any orders on behalf of any other member of the Cooperative or be responsible for any bills incurred by any other member of the Cooperative.

An example of the Cooperative's activity is:

Brevard County Schools recently went out with an RFP for fuel. They added Co-Op language into their request for proposals and reached out to all of us for our usage. This way, with all the collective group contributing their usage, they were able to receive bids for greater quantity savings. Glover Oil won this bid. As a member, BBRD would get the advantage of the savings from this contract and others.

Staff recommends the BOT approve BBRD membership in the Brevard County Public Entity Purchasing Cooperative and authorize the Chair to execute the associated Interlocal Agreement.

## INTERLOCAL AGREEMENT

### COOPERATIVE PURCHASING

This Interlocal agreement ("Agreement") is made and entered into as of the date of the last party to sign and is by and between public entities (i.e., Municipalities, Counties, School Boards, State Agencies, etc.) within Brevard County. Participation in this Agreement is voluntary and is open to public entity representatives involved in governmental purchasing and materials management within Brevard County, Florida.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969", authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and

WHEREAS, the parties agree that it is desirable to cooperate in the procurement of certain goods and services to avoid duplicative procurement efforts and obtain the benefits of volume purchasing; and

WHEREAS, the parties have agreed that it is in the best interests of their respective citizens to establish a cooperative purchasing arrangement that will be known as the Brevard County Public Entity Purchasing Cooperative.

WHEREAS, the Agreement establishes a cooperative arrangement by which the cooperating parties may undertake collaborative procurement. The Agreement does not, and the parties do not intend to, create a separate legal entity to accomplish the purposes of this Agreement.

WHEREAS, the number of entities who are a party to this agreement may vary from time to time based on a given entity's date of execution or based on a given entity's decision to terminate its participation in the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Purpose. The Brevard County Public Entity Purchasing Cooperative, hereinafter "Brevard Purchasing Cooperative" or "Cooperative", is created for the following purposes:
  - a. To develop cooperative relationships among its participants for the purpose of seeking responses to solicitations which may result in lower costs to group participants on commonly used commodities, better quality of products and lower administrative costs.
  - b. To promote the interchange of information on common purchasing problems, changes in laws and standards and specifications;
  - c. To advance purchasing professionalism through the exchange of ideas and experience.
2. Brevard County Public Entity Purchasing Cooperative. The parties agree that each of the parties shall respectively designate a person to act as its representative under the direction of, and on behalf of, the designating party. Unless a party designates a different person in writing, all other parties shall be entitled to presume such representative is the Director or Manager of Purchasing for such party, or their designee. The representatives shall meet to establish procedures to implement and effectuate the purposes of this Agreement, and to amend those procedures from time to time, by a vote of a majority(or more) of the representatives.

3. Cooperative Requirements.
- a. The representatives shall attend and participate in meetings of the Cooperative for the purposes-set forth in Paragraph 1 above.
  - b. The parties' representatives shall meet at times and in places in Brevard County that are convenient to the representatives, but no less than six times in a calendar year, for the purpose of discussing purchasing opportunities. When purchasing cooperatively, the representatives will decide upon a lead entity for a particular procurement.
  - c. Each entity shall have one vote on matters concerning the Cooperative.
  - d. When an entity representative commits quantities and agrees to participate in a Cooperative solicitation, the participating entity shall act in good faith and consistency with all applicable policies of the Cooperative and of the respective participating entity in deciding whether to issue and award and/or contract. In the event there is a conflict between the policies of the Cooperative and the participating entity, the participating entity's policies shall govern the participating entity. Decisions regarding awards and contracts shall be subject to the sole and absolute discretion of the respective entity's governing body. The parties acknowledge that failure to use the contract could jeopardize the other participating agencies prices and services, due to decreased volume, misinformation to the vendor, or other related problems connected with the contract.
  - e. An entity representative who commits his/her entity to participate in a Cooperative solicitation will make every attempt to support the Cooperative award. However, the member's ability to support the award must be based on compliance with their organizational policies, and be subject to approval by the respective entity's governing body which approval or disapproval shall be in the governing body's sole and absolute discretion.
  - f. Each party or its representative to this Agreement shall decide whether to participate in any collaborative procurement and may decline to participate in any particular procurement.
  - g. In order to conduct business, a quorum for the meetings of the Cooperative, shall be one half plus one ( $\frac{1}{2}$  plus 1) of the total number of representatives who are members of the Cooperative.
4. Lead Entity. The lead entity shall be responsible for any formal, competitive procurement process that may be required for a particular procurement. All parties shall communicate requirements and estimated quantities on any particular procurement to the lead entity in a timely fashion. The lead entity shall give a reasonable opportunity to the participating parties to review the bid documentation before posting.
5. Party Responsibility. In the procurement of goods and services under this Agreement, once an award is made by the lead entity, each party shall be responsible for entering into a contract, issuing its own purchase orders, and/or for order placement. Each entity will require separate billings, be responsible for payment to the contractor(s) awarded pursuant to the purchasing arrangement, and issue its own tax exemption certificates as may be required by the contractor.

6. Individual Contracts and Purchase Orders. None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the contractor(s) as a result of any procurement action related to this Agreement, or to any purchase order issued by another governmental entity.
7. Term. The Agreement shall begin upon execution of this Agreement and will continue until terminated by any party as to its participation in this Agreement without cause or penalty, upon not less than 30 days prior written notice to the other parties. The other parties may continue under the terms of the Agreement, or terminate participation as provided herein.
8. No Waiver of Sovereign Immunity. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.
9. Third Party Beneficiaries. Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations to or on any third person or entity under this Agreement. None of the parties intends to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an entity or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.
10. Records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.
11. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be inferred from any prior representations or agreements, whether oral or written.
12. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto, except as otherwise provided herein. New entities who wish to participate in this Agreement may execute a signature page to this Agreement appropriate to the entity and thereafter become a party to the Agreement without further action. All participating parties shall be given notice of any new participants within 30 days of the execution of the signature page by the new party. Any party that wishes to terminate its participation in this Agreement shall give written notice to each of the other parties to the Agreement.



13. Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against, or in favor of, one of the parties than the other.
14. Compliance with Laws. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
15. Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida and federal law. Any controversy or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts in Brevard County, Florida. Prior to bringing any action, however, the parties shall submit any such controversies and legal problems to a group consisting of legal counsel or designee of each party. If such group is unable to resolve the controversy within 30 days, the matter shall be submitted to mediation within 30 days thereafter. Parties may bring an action if mediation does not resolve the controversy.
16. Legal Fees. In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own legal fees and costs.
17. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalid, illegal, unlawful, unenforceable or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.
18. Notice. When any of the parties desire to give notice to the other, such notice must be in writing, addressed to the party for whom it is intended at the place last specified. The parties may change the address set forth below by giving notice under the terms of this paragraph. Notice shall be effective if sent by U.S. Mail, first class postage prepaid, certified or registered, return receipt requested and addressed to the parties.
19. Authority. Each party entering into this Agreement warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
20. Execution/Participation. Execution of this Agreement does not obligate any party to participate, issue purchase orders or to otherwise or in any manner incur any cost or obligation, except as the party may agree with respect to a particular procurement.
21. Original Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

END OF PAGE



TO BE COMPLETED BY COOPERATIVE MEMBER:

The listed entity desires to participate as a member of the Brevard County Public Entity Purchasing Cooperative in accordance with the Interlocal Agreement for Cooperative Purchasing:

\_\_\_\_\_  
(Name of Public Entity)

By: \_\_\_\_\_

Date: \_\_\_\_\_

(Signature of authorized official of Cooperative Member)

\_\_\_\_\_  
(Printed name and title of authorized official)

Cooperative Member Representative: \_\_\_\_\_

(Name)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Email)

## **PROCEDURES FOR COOPERATIVE SOLICITATIONS**

The following are procedures to be followed by the purchasing department/division/office of all COOPERATIVE members when acting for the Cooperative:

### **MEMBERSHIP**

Membership in the Cooperative is open to all public entities within Brevard County which are involved in governmental purchasing and materials management. The purpose of the membership is to engage in cooperative purchasing opportunities. Membership is a prerequisite to participation in any Cooperative solicitation or award. However, participation in any Cooperative solicitation is voluntary.

### **OFFICERS**

Recognizing that each participating entity may not be able to act as a Lead Entity in a cooperative procurement effort, the opportunity to participate in the organization's operation can be achieved through acting in a capacity of Officer of the organization. With the intent of creating a "shared responsibility" amongst participating entities, Officer positions will be assigned annually, through a rotation process as follows:

1. Officer assignment rotations will be made every year at the last meeting of the calendar year.
2. The term of office for all positions will be for a period of one year, January through December.
3. Succession will be treated as follows:
  - a. If the Chairperson is unable to complete the full term, the Vice-Chairperson will become Chairperson.
  - b. A vacancy in any other office will be filled by rotating in the next available entity representative

### **OFFICER RESPONSIBILITIES**

The following are the position descriptions and duties:

Chairperson:

1. Shall preside over all meetings
2. Shall represent the group, when required
3. Shall have signature authority for all official Cooperative correspondence
4. Shall assign tasks to members, as required
5. Shall initiate membership drives and coordinate steps to attract new members
6. Shall have the deciding vote, in case of a tie, whenever voting will determine the outcome
7. Shall insure that the list of Cooperative solicitations and awards are current and distributed to members

Vice Chairperson:

1. Shall perform all duties of the Chairperson in his/or her absence
2. Shall perform other duties as assigned by the Chairperson

Secretary:

1. Shall maintain a written record of the proceedings of all meetings
2. Shall give notice to members of all future meetings, and provide copies of meeting minutes to group members

3. Shall conduct the general correspondence of the organization and keep records of same
4. Shall have primary responsibility for maintaining a current membership list
5. Shall perform other duties as assigned by the Chairperson

## LEAD ENTITY RESPONSIBILITIES

The following are procedures to be followed by all Cooperative members when acting as a "Lead Entity" for the COOPERATIVE:

1. The Lead Entity will be designated by the COOPERATIVE representatives as the responsible entity that releases the solicitation for the COOPERATIVE. If the Lead Entity is unable to assume responsibility for administering, renewing or rebidding on behalf of the COOPERATIVE, the COOPERATIVE representatives may elect to select an alternate Lead Entity to assume the responsibility.
2. Responsibilities of the Lead Entity:
  - Survey all COOPERATIVE representatives to solicit the following information:
    1. Intention to participate
    2. Estimated volume or dollar value to be spent during the year (in good faith)
    3. Alternate products or brands
    4. Types and models
    5. Any special products/services or requirements which any party/representative wishes to be included in the solicitation
    6. Delivery locations
    7. Sources
    8. Expiration date of current contracts
  - Lead will summarize all survey results. If the survey information is ambiguous or unclear, the Lead Agency will attempt to obtain clarification.
  - Prior to distribution of the solicitation, a final specification draft will be submitted to all participating Cooperative representatives for review with a list of potential suppliers.
  - Once the final draft is approved, the Lead Entity will distribute the solicitation. Adequate time will be provided for responses to solicitations; usually a four (4) week period is desired (one week for distribution to potential suppliers, two weeks for preparation of solicitation, and one week for response return mail).
  - The Lead Entity is responsible for advising all group members of the day, date and time of due date for responses to solicitations.
  - In cases where an Evaluation/Negotiation Committee is required, the Lead Entity shall be responsible for forming a committee of 3 or more voting members with knowledge of the goods or services to be procured, to include representing participating agencies. Membership on this committee shall be determined by the Lead Entity.
  - The Lead Entity will tabulate all responses to solicitations in the time specified in Lead Entity protest procedures. This includes indicating on the tabulation any exceptions to

the specifications, or conditions of the solicitation which have been taken by any respondent, converting all units of measure to a common unit of measure and price. In addition, any special pages or appendices submitted by a respondent shall be reproduced and attached to the spreadsheet when presented to the COOPERATIVE members.

- A cover page will accompany the spreadsheet(s) and attachments which will indicate the apparent lowest respondent, and state any exceptions to the solicitation. The spreadsheet, cover letter, and attachments shall be provided to each member, time permitting, prior to the next scheduled meeting to afford each member the opportunity to review the spreadsheets.
- The Lead Entity will recommend an award to the group in accordance with the solicitation specifications and evaluation/award criteria. When recommending award of COOPERATIVE solicitations, the Lead Entity shall recommend the lowest and best bid/proposal from a responsive and responsible respondent. It will be the responsibility of the Lead Entity to advise the recommended vendor(s) in writing, of the action. This letter will indicate the date of contract expiration, telephone number, fax number and vendor contact for each participating entity. A copy of this letter will be provided to COOPERATIVE members at the next scheduled meeting, or transmitted utilizing the participant's distribution list, if necessary.
- The Lead Entity will be responsible for handling any protests regarding an intended award and will use its respective protest procedures in administering the protest process.

Contract item/service. The Lead Entity shall notify the COOPERATIVE of the contract expiration not less than 120 days prior to the expiration date. The Lead Entity will provide the COOPERATIVE with any changes in the market environment which may affect consideration of a renewal. All contract renewals will be subject to approval by a majority of participating Agencies. If the majority of participating Agencies determine that a renewal is not in the best interest of the participating COOPERATIVE members and that the contract is to be re-solicited, the lead Entity shall proceed with the solicitation process including sending a survey to all COOPERATIVE members.

## **CONTRACT ADMINISTRATION**

Each participating entity shall award and administer the contract in accordance with its own policies and procedures. Each entity shall issue its own purchase order or contract, and shall be billed directly by the awarded vendor for the contract items or services received.

It is understood that at no time will the COOPERATIVE as a whole, or any member of the COOPERATIVE, be obligated for placing any orders on behalf of any other member of the COOPERATIVE; nor will the COOPERATIVE as a whole, or any member of the COOPERATIVE, be responsible for any bills incurred by any other member of the COOPERATIVE.

Participating entities will receive, inspect, and test products on an individual basis.

When non-conforming shipments occur, COOPERATIVE members will seek their own remedies and advise the Lead Entity of any contract problems by use of a "Vendor Complaint Form" to be supplied by Lead Entity. Written documentation of poor or unsatisfactory vendor performance should be provided to

the Lead Entity with a detailed explanation of the type of problem, action taken and resolution of the problem, if applicable. The Vendor Complaint Form will be retained by the Lead Entity with the COOPERATIVE contract file, and may be used in future evaluations of solicitations, or if the contract should be terminated for cause.

#### **DISSOLUTION**

In the event of dissolution of the Brevard County Public Entity Purchasing Cooperative, all records of the COOPERATIVE solicitations, awards, and contracts will remain the property of the respective Lead Entity responsible for the issuance and administration of the specific solicitation.

## VENDOR COMPLIMENT/COMPLAINT

DATE: \_\_\_\_\_ PURCHASE ORDER # \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FAX#: \_\_\_\_\_

### NATURE OF COMPLAINT

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> DELIVERY NOT MADE<br>ON DATE PROMISED   | <input type="checkbox"/> QUALITY OF COMMODITY<br>IN INFERIOR                       | <input type="checkbox"/> INVOICE PRICE HIGHER<br>THAN AUTHORIZED        |
| <input type="checkbox"/> DELIVERY MADE AT<br>UNSATISFACTORY HOUR | <input type="checkbox"/> UNAUTHORIZED SUBSTITUTE<br>DELIVERED BY VENDOR            | <input type="checkbox"/> WEIGHT RECEIVED AT<br>VARIANCE WITH<br>INVOICE |
| <input type="checkbox"/> IMPROPER METHOD OF<br>DELIVERY          | <input type="checkbox"/> UNAUTHORIZED DELIVERY<br>MADE BEFORE ISSUANCE OF<br>ORDER | <input type="checkbox"/> QUANTITY DELIVERED<br>LESS THAN ORDERED        |
| <input type="checkbox"/> DELIVERY MADE TO<br>WRONG DESTINATION   | <input type="checkbox"/> UNSATISFACTORY<br>WORKMANSHIP                             | <input type="checkbox"/> QUANTITY DELIVERED<br>IN EXCESS ORDERED        |
| <input type="checkbox"/> DELIVERY IN DAMAGED<br>CONDITION        | <input type="checkbox"/> WORK PERFORMED DOES<br>NOT MEET SPECIFICATIONS            |   |

### DESCRIPTION OF COMPLAINT/COMPLIMENT:

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USER ENTITY \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FAX#: \_\_\_\_\_ MAIL CODE: \_\_\_\_\_

ADDRESS \_\_\_\_\_

PRINTED NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_



## **Barefoot Bay Recreation District**

625 Barefoot Boulevard  
Administration Building  
Barefoot Bay, FL 32976-9233

Phone 772-664-3141  
[www.bbrd.org](http://www.bbrd.org)

**Memo To:** Board of Trustees

**From:** Kent A. Cichon, Community Manager

**Date:** October 13<sup>th</sup>, 2022

**Subject:** Manager's Report

### Resident Relations

#### **ARCC 9/27/2022**

- 15 Consent Items – approved
- 5 Other Items – approved

#### **VC Meeting 9/23/22**

- 6 Cases – came into compliance prior to the meeting
- 1 Case – DOR is working with the homeowner
- 13 Cases – were found to be in violation

### Food & Beverage

- The 19<sup>th</sup> Hole has the NFL ticket where you can see every game every Sunday. Food is available from 1-6:30pm.
- The annual Kiss Cancer Goodbye charity walk will be held under the oaks next to the Administration building this Saturday, October 15<sup>th</sup> at 9am. You can still pick up a registration packet in the CVO office, however; registrations and donations will be accepted at 8:30am on Saturday morning.
- This year's spookiest party of the year will be held on Saturday, October 29<sup>th</sup> from 7-11pm. Our annual Halloween party has music by TC and Sass, prizes for best costumes and a festive atmosphere all night long.

Flyers with all the details are posted.

#### Property Services

- Secured BBRD grounds in preparation for Hurricane Ian
- Cleaned up debris and made repairs resulting from Hurricane Ian
- Reassembled BBRD facilities post Hurricane Ian
- Began the installation of the replacement interior doors in Building A
- Continued to make repairs to the Bobcat
- Removed dead palm tree in front of Building A
- Began making repairs to the golf course storage barn
- Continued to solicit bids for various projects

#### Golf-Pro Shop

- #10 and Practice Greens are now open for play
- Softball Field
  - Renovation to be completed in October
- Golf Membership Renewals
  - As of October 3<sup>rd</sup>, 117 new or renewed memberships have been processed

#### General Information

- New wind resistant umbrellas and stands for Pools #2 & #3
- Hurricane Ian Recovery