

**F. Consent Agenda - Transit Services Department
ITEM 10.**



**AGENDA REPORT
March 26, 2019**

Transit Services City of Melbourne Agreement for Transportation Services

SUBJECT:

City of Melbourne Agreement re: Fixed Route Bus Service within the City of Melbourne

FISCAL IMPACT:

\$62,600 annually; \$313,000 over the term of the Agreement.
Budgeted in Fund 4130, Cost Center R30373 City of Melbourne

DEPT/OFFICE:

Transit Services

REQUESTED ACTION:

It is requested that the Board approve and authorize the Chair to sign the City of Melbourne Agreement for the purpose of providing no fare fixed route transportation to the residents of City of Melbourne on the current Route 21, Route 24 and Route 29 within the city limits of Melbourne. It is further recommended that the Board authorize the Chair to sign any follow-up documents, upon County Attorney and Risk Management approval, and authorize the County Manager to execute necessary budget change requests.

SUMMARY EXPLANATION and BACKGROUND:

For the past 30 years, the City of Melbourne has annually participated in a Financial Agreement with Space Coast Area Transit to assist their residents with their transportation needs. The City of Melbourne historically, through their grants program, provided route revenue to the County so the City's residents may ride for no fare. The Agreement started with just Route 21 and over time added Route 24 and Route 29.

The City of Melbourne no longer requires Space Coast Area Transit to apply for the grant program annually. They have now approached the County to enter into an agreement for one year with a renewal option for four additional 1 year terms.

The City of Melbourne will pay the County the sum of \$62,600 per year through monthly payments. This provides the city residents with their transportation needs along with providing Transit Services with dedicated revenue which can be used to leverage for additional funding with the FTA and FDOT.

ATTACHMENTS:

Description

- **City of Melbourne Agreement**

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: City of Melbourne	
2. Fund/Account #: 4130 - R	3. Department Name: Transit Services
4. Contract Description: Transportation Services Agreement	
5. Contract Monitor: Cathy Lively	7. Contract Type: INTERGOVT/LOCAL
6. Dept/Office Director: Scott Nelson	

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" 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>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lively, Cathy <small><i>Digitally signed by Lively, Cathy Date: 2018.10.30 11:01:29 +0400</i></small>	10/30/2018
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Matt Lairsey <small><i>Digitally signed by Matt Lairsey Date: 2018.10.30 11:01:29 +0400</i></small>	10/30/2018
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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

BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS

Revised agreement
finalized
2/27/19

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: City of Melbourne	
2. Fund/Account #: 4130 - R	3. Department Name: Transit Services
4. Contract Description: Transportation Services Agreement	
5. Contract Monitor: Cathy Lively	7. Contract Type:
6. Depl/Office Director: Scott Nelson	INTERGOVT/LOCAL

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input checked="" 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

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lively, Cathy <small>(Digitally signed by Cathy Lively, Date: 2018.10.30 11:01:28 -0400)</small>	10/30/2018
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Powers, Melissa <small>(Digitally signed by Powers, Melissa, Date: 2018.10.31 13:34:00 -0400)</small>	10/31/2018

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

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



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

March 27, 2019

M E M O R A N D U M

TO: Scott Nelson, Transit Services Director

RE: Item F.10., Transit Services City of Melbourne Agreement for Transportation Services

The Board of County Commissioners, in regular session on March 26, 2019, executed City of Melbourne Agreement for the purpose of providing no fare fixed route transportation to the residents of the City of Melbourne on the current Route 21, Route 24, and Route 29 within the City limits of Melbourne; authorized Chair to execute any follow-up documents, upon County Attorney and Risk Management approval; and authorized the County Manager to execute any necessary Budget Change Requests. Enclosed is an executed copy of the Agreement for your action.

Upon execution by the City of Melbourne, please remit a fully-executed Agreement to this office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

for Denna Scott
for Tammy Rowe, Deputy Clerk

/cmw

Encl. (1)

cc: Contracts Administration
County Manager
Finance
Budget

CITY OF MELBOURNE AGREEMENT

THIS AGREEMENT, made this 26 day of March, 2019 between Brevard County, a political subdivision of the State of Florida, doing business as Space Coast Area Transit, hereinafter referred to as "SCAT", and the CITY OF MELBOURNE, a Florida municipal corporation, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, SCAT has been designated as the Community Transportation Coordinator (CTC) as defined by Chapter 427, *Florida Statutes*, Rule 41-2 Florida Administrative Code, and by the Transportation Disadvantaged Commission (TDC); and

WHEREAS, SCAT provides transportation services and has also entered into agreements with Transportation Operators for the delivery of transportation services to the CITY; and

WHEREAS, the CITY in its efforts to provide municipal services to its residents, recognizes the dependence of its transportation disadvantaged residents on transportation services; and

WHEREAS, the CITY wishes to guarantee special route revenue for SCAT in order to operate public transportation service within the service area of the COUNTY;

WHEREAS, the COUNTY has recognized the transportation needs of the citizens of Brevard County and is authorized to provide such transportation, and

WHEREAS, the COUNTY provides public transportation to the citizens of Brevard County through the SCAT program.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. TERM: The term of this Agreement shall be effective upon recording and terminate one year thereafter. The parties agree that renewal of this Agreement can be made for four (4) additional terms of one (1) year subject to mutual agreement of the parties. Renewal shall be evidenced in writing pursuant to the following required actions:

a) The CITY provides written notice that it wishes to renew the Agreement, 30-days prior to the expiration of this Agreement;

b. Upon receipt of written notice by the CITY that they wish to renew the Agreement, the parties shall confer on modifications to the costs in accordance with Section 3(d) of this Agreement;

c. Once there is mutual agreement on terms of renewal, the renewal terms shall be submitted to the CITY for written authorization, including Melbourne City Council authorization, if necessary. Upon approval by the CITY, the SCAT Director, on behalf of SCAT, is authorized to renew the Agreement for four (4) additional terms in increments of one (1) year each.

2. SERVICE: SCAT will operate bus service to the residents of the CITY as described in Attachments 1, 2, 3, and 4. The routes and schedules may be modified by mutual agreement of the parties.

3. COST OF PAYMENTS:

a. In consideration for this transportation service, CITY agrees to pay SCAT a total sum of \$62,600. SCAT will invoice CITY \$5,216.66 per month for eleven months and will invoice the CITY one month at \$5,216.74. CITY will make monthly payments in timely manner, no later than thirty (30) working days from the receipt of the monthly invoice issued to the CITY by SCAT.

b. In consideration for the route revenue provided by CITY, no fare shall be charged to CITY residents served by the routes established pursuant to the Agreement. SCAT shall provide a brochure for these routes, which shall contain the following statement: "Due to a grant from the City of Melbourne, no fare is charged on routes 21, 24 and 29 to Melbourne residents who ride within the Melbourne city limits."

c. Once Space Coast Area Transit's Reduced Fare Policy is adopted by the Brevard County Board of County Commissioners and the Policy is implemented, all CITY residents that wish to use the bus service, as defined in Section 2 of this Agreement, must present the Space Coast Area Transit Reduced Fare ID prior to boarding the bus. SCAT shall provide for a Melbourne Resident Category in the SCAT Reduced Fare Policy.

d. Annually CITY and COUNTY staff will review the annual costs for any adjustments due to an increase or decrease of cost per ride. Any modification to costs will be made at the time of agreement renewals.

4. MONITORING: SCAT agrees to allow such reasonable monitoring activities as required by City, Federal, and/or State law.

5. LIABILITY AND INSURANCE: To the extent allowed by law and subject to the provisions set forth in Section 768.28, Florida Statutes, each party is responsible for the negligent or wrongful acts or omissions of its own employees, agents or other representatives while acting within the scope of their employment or otherwise within their authorized capacity, arising from the activities encompassed by this Agreement. Nothing contained within this Agreement requires either Party to indemnify the other Party for any losses, damages or injuries caused by or otherwise arising from the negligent or wrongful acts and/or omission of its employees, agents or representatives.

By execution of this Agreement, SCAT and CITY will not be deemed to have waived any of their statutory rights and/or defenses of sovereign immunity, or to have increased their limits of liability and/or damages under Section 768.28, Florida Statutes.

6. EQUAL OPPORTUNITY: SCAT agrees to comply with Title VI and VII of the Civil Rights Act of 1964, as amended, and with Executive Order No. 11246 and 11375 entitled "Equal Employment Opportunity: as supplemented by Department of Labor Regulation (41 CFR Part 60), and with Section 504 of the Rehabilitation Act of 1973, as amended by 29 U.S.C. 794.

7. INDEPENDENT CONTRACTOR: The CITY and SCAT shall act as independent contractors and not as an employee or agent of the other in fulfilling their respective obligations under this Agreement.

8. IMPROPER USE OF INFORMATION: SCAT shall not use or disclose any information concerning a recipient of services under this Agreement for any purposes not directly related to the provisions of the service, except as may otherwise be required by the Florida Public Records Laws.

9. TERMINATION:

a. Termination for Convenience: Either party may terminate this Agreement at any time by giving written notice to the other party of such termination, specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. SCAT shall not be required to provide any transportation services after the effective date of the termination, and likewise the CITY shall only be responsible for reimbursing SCAT for services provided up to the effective date of the termination.

b. Termination - Lack of Funds: In the event funds to finance this Agreement or any part thereof shall become unavailable, a party shall provide written notice to the other party within twenty-four (24) hours of receipt of said information (of the lack of available funds) and of its intent to terminate said Agreement. This Agreement shall then be considered terminated 24 hours after receipt of the written notice. SCAT shall not be required to provide any transportation services after the effective date of termination, and likewise the CITY shall only be responsible for reimbursing SCAT for services provided up to the effective date of the termination.

10. WAIVER: Waiver of any provision of this Agreement shall not be deemed a waiver of any other or subsequent breach, and shall not be considered to be a modification of the terms of this Agreement. No change, modification or waiver of any of the provisions or conditions of this Agreement shall be valid unless in writing signed by the duly authorized representatives of the CITY and SCAT.

11. MODIFICATIONS TO CONTRACT: No modification of this Agreement shall be binding on COUNTY or CITY unless reduced to writing and signed by a duly-authorized representative of COUNTY and CITY.

12. ATTORNEY'S FEES: In the event of any legal action to enforce the terms of this Agreement each party shall bear its own attorney's fees and costs.

13. GOVERNING LAW: This Agreement shall be deemed to have been executed and entered into within the State of Florida and this agreement, and any dispute arising hereunder, shall be governed, interpreted, and construed according to the laws of the State of Florida.

14. COMPLIANCE WITH STATUTES: It shall be SCAT's responsibility to be aware of and comply with all Federal, State, and local laws.

15. VENUE: Venue for any legal action 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.

16. ASSIGNMENTS: SCAT shall not assign any portion of this Agreement without the written permission of the CITY.

17. UNAUTHORIZED ALIEN WORKERS: Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The COUNTY shall consider the employment by the contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the County.

18. FEDERAL TAX ID NUMBER: SCAT shall provide to the CITY their Federal Tax ID Number.

19. CONSTRUCTION OF AGREEMENT: The parties hereby acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.

20. ENTIRETY: This Agreement represents the understanding between the parties in its entirety and no other Agreements of like nature, either oral or written, exist between the CITY and SCAT.

21. PARTNERSHIP: The County and the City shall not be deemed to be partners or co-joint venturers of one another by virtue of this Agreement.

22. SEVERABILITY: If any part of this Interlocal Agreement is found invalid, unconstitutional or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Interlocal Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be accomplished. This Agreement shall be enforced and interpreted as if such invalid, unenforceable, or unconstitutional provision did not exist.

23. NOTICE: Notice under this Agreement shall be given to SCAT by mailing written notice by certified mail, postage prepaid, to SCAT Director, 401 South Varr Avenue, Cocoa, Florida 32922, and shall be given to the CITY by mailing written notice by certified mail, postage prepaid to: City Manager, City of Melbourne, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.


ATTEST:


SCOTT ELLIS, CLERK

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: 
Frank Abbate, County Manager

Reviewed for legal form and content

by: 
Melissa H. Powers, Asst. Co. Attorney

Date: 3/26/19

As approved by Board 3/26/19



ATTEST:

CITY OF MELBOURNE, FLORIDA

By: _____
Cathleen A. Wysor, City Clerk

By: _____
Shannon McBride-Lewis, City Manager

Date: _____

2

**space
coast**
AREA TRAVEL

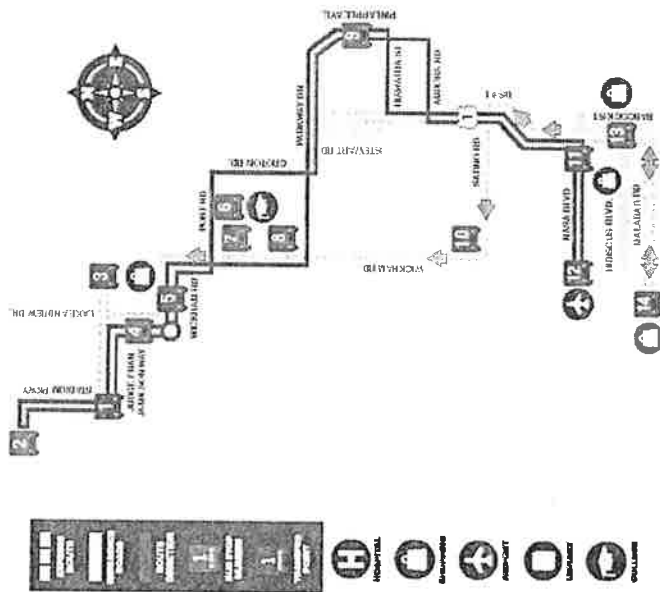
ROUTE 21 • DOWNTOWN MELBOURNE • SUNDAY SCHEDULE

ROSE & LIVING MEEBOWNE - SUNDAY SCHEDULE
 10:00 AM - 11:00 AM: The bus will stop at any one location along the route between the scheduled (only) points. **TRANSFER STOPS** are indicated in bold letters.

MAP	TIME POINTS	TIME					MAY	TRANSFER TO ROUTE NUMBER
		AM	AM	AM/PM	PM	PM		
	MELBOURNE SQUARE MALL @ MACY'S (DEPART)	—	10:40	11:40	12:40	1:40	2:40	
	MELBOURNE SHOPPING CENTER @ DEAL'S		10:49	11:49	12:49	1:49	2:49	
	HICKORY STREET @ HOLMES HOSPITAL		10:54	11:54	12:54	1:54	2:54	
	S. HICKORY ST. ACROSS FROM MELBOURNE LIBRARY		10:56	11:56	12:56	1:56	2:56	
	TRINITY TOWERS SOUTH	10:00	11:00	12:00	1:00	2:00	3:00	
	TRINITY TOWERS EAST	10:03	11:03	12:03	1:03	2:03	3:03	
	NEW HAVEN AVE. & PINE ST.	10:06	11:06	12:06	1:06	2:06		
	BADCOCK ST. & SOUTHGATE BLVD. @ FLORIDA TECH	11:08	11:08	12:08	1:08	2:08	—	
	WALMART NEIGHBORHOOD STORE	10:10	11:10	12:10	1:10	2:10	—	
	WALMART SUPERCENTER - PALM BAY RD	10:20	11:20	12:20	1:20	2:20	—	
	HARMOCK LANDINGS	10:25	11:25	12:25	1:25	2:25	—	
	MELBOURNE SQUARE MALL @ MACY'S (ARRIVE)	10:35	11:35	12:35	1:35	2:35		

NOTES:

ATTACHMENT 4



ROUTE 29 • MELBOURNE/VIERA • MONDAY-FRIDAY SCHEDULE

MAP	TIME POINTS	A	B	A	B	A	B	A	B	A	B	A	B	A	B	A	B	A	B	MAP	TRANSFER TO ROUTE NUMBER
1	GOVERNMENT CENTER @ VIERA (DEPART)	AM	6:55	AM	8:00	AM	10:00	AM	12:00	PM	2:00	PM	4:00	PM	6:00	PM	8:00	PM	8:55	7:55	
2	LAKE ANDERSON @ VIERA (DEPART)	AM	6:57	AM	8:02	AM	10:02	AM	12:02	PM	2:02	PM	4:02	PM	6:02	PM	8:02	PM	9:07	8:07	
3	LAKE ANDERSON @ VIERA (ARRIVE)	AM	6:58	AM	8:04	AM	10:04	AM	12:04	PM	2:04	PM	4:04	PM	6:04	PM	8:04	PM	9:09	8:09	
4	LAKE ANDERSON @ VIERA (DEPART)	AM	6:59	AM	8:06	AM	10:06	AM	12:06	PM	2:06	PM	4:06	PM	6:06	PM	8:06	PM	9:11	8:11	
5	LAKE ANDERSON @ VIERA (ARRIVE)	AM	7:00	AM	8:07	AM	10:07	AM	12:07	PM	2:07	PM	4:07	PM	6:07	PM	8:07	PM	9:12	8:12	
6	LAKE ANDERSON @ VIERA (DEPART)	AM	7:01	AM	8:08	AM	10:08	AM	12:08	PM	2:08	PM	4:08	PM	6:08	PM	8:08	PM	9:13	8:13	
7	LAKE ANDERSON @ VIERA (ARRIVE)	AM	7:02	AM	8:09	AM	10:09	AM	12:09	PM	2:09	PM	4:09	PM	6:09	PM	8:09	PM	9:14	8:14	
8	LAKE ANDERSON @ VIERA (DEPART)	AM	7:03	AM	8:10	AM	10:10	AM	12:10	PM	2:10	PM	4:10	PM	6:10	PM	8:10	PM	9:15	8:15	
9	LAKE ANDERSON @ VIERA (ARRIVE)	AM	7:04	AM	8:11	AM	10:11	AM	12:11	PM	2:11	PM	4:11	PM	6:11	PM	8:11	PM	9:16	8:16	
10	LAKE ANDERSON @ VIERA (DEPART)	AM	7:05	AM	8:12	AM	10:12	AM	12:12	PM	2:12	PM	4:12	PM	6:12	PM	8:12	PM	9:17	8:17	
11	LAKE ANDERSON @ VIERA (ARRIVE)	AM	7:06	AM	8:13	AM	10:13	AM	12:13	PM	2:13	PM	4:13	PM	6:13	PM	8:13	PM	9:18	8:18	
12	LAKE ANDERSON @ VIERA (DEPART)	AM	7:07	AM	8:14	AM	10:14	AM	12:14	PM	2:14	PM	4:14	PM	6:14	PM	8:14	PM	9:19	8:19	
13	LAKE ANDERSON @ VIERA (ARRIVE)	AM	7:08	AM	8:15	AM	10:15	AM	12:15	PM	2:15	PM	4:15	PM	6:15	PM	8:15	PM	9:20	8:20	
14	LAKE ANDERSON @ VIERA (DEPART)	AM	7:09	AM	8:16	AM	10:16	AM	12:16	PM	2:16	PM	4:16	PM	6:16	PM	8:16	PM	9:21	8:21	
15	LAKE ANDERSON @ VIERA (ARRIVE)	AM	7:10	AM	8:17	AM	10:17	AM	12:17	PM	2:17	PM	4:17	PM	6:17	PM	8:17	PM	9:22	8:22	
16	LAKE ANDERSON @ VIERA (DEPART)	AM	7:11	AM	8:18	AM	10:18	AM	12:18	PM	2:18	PM	4:18	PM	6:18	PM	8:18	PM	9:23	8:23	
17	LAKE ANDERSON @ VIERA (ARRIVE)	AM	7:12	AM	8:19	AM	10:19	AM	12:19	PM	2:19	PM	4:19	PM	6:19	PM	8:19	PM	9:24	8:24	
18	LAKE ANDERSON @ VIERA (DEPART)	AM	7:13	AM	8:20	AM	10:20	AM	12:20	PM	2:20	PM	4:20	PM	6:20	PM	8:20	PM	9:25	8:25	
19	LAKE ANDERSON @ VIERA (ARRIVE)	AM	7:14	AM	8:21	AM	10:21	AM	12:21	PM	2:21	PM	4:21	PM	6:21	PM	8:21	PM	9:26	8:26	
20	LAKE ANDERSON @ VIERA (DEPART)	AM	7:15	AM	8:22	AM	10:22	AM	12:22	PM	2:22	PM	4:22	PM	6:22	PM	8:22	PM	9:27	8:27	
21	LAKE ANDERSON @ VIERA (ARRIVE)	AM	7:16	AM	8:23	AM	10:23	AM	12:23	PM	2:23	PM	4:23	PM	6:23	PM	8:23	PM	9:28	8:28	
22	LAKE ANDERSON @ VIERA (DEPART)	AM	7:17	AM	8:24	AM	10:24	AM	12:24	PM	2:24	PM	4:24	PM	6:24	PM	8:24	PM	9:29	8:29	
23	LAKE ANDERSON @ VIERA (ARRIVE)	AM	7:18	AM	8:25	AM	10:25	AM	12:25	PM	2:25	PM	4:25	PM	6:25	PM	8:25	PM	9:30	8:30	
24	LAKE ANDERSON @ VIERA (DEPART)	AM	7:19	AM	8:26	AM	10:26	AM	12:26	PM	2:26	PM	4:26	PM	6:26	PM	8:26	PM	9:31	8:31	
25	LAKE ANDERSON @ VIERA (ARRIVE)	AM	7:20	AM	8:27	AM	10:27	AM	12:27	PM	2:27	PM	4:27	PM	6:27	PM	8:27	PM	9:32	8:32	
26	LAKE ANDERSON @ VIERA (DEPART)	AM	7:21	AM	8:28	AM	10:28	AM	12:28	PM	2:28	PM	4:28	PM	6:28	PM	8:28	PM	9:33	8:33	
27	LAKE ANDERSON @ VIERA (ARRIVE)	AM	7:22	AM	8:29	AM	10:29	AM	12:29	PM	2:29	PM	4:29	PM	6:29	PM	8:29	PM	9:34	8:34	
28	LAKE ANDERSON @ VIERA (DEPART)	AM	7:23	AM	8:30	AM	10:30	AM	12:30	PM	2:30	PM	4:30	PM	6:30	PM	8:30	PM	9:35	8:35	
29	LAKE ANDERSON @ VIERA (ARRIVE)	AM	7:24	AM	8:31	AM	10:31	AM	12:31	PM	2:31	PM	4:31	PM	6:31	PM	8:31	PM	9:36	8:36	
30	LAKE ANDERSON @ VIERA (DEPART)	AM	7:25	AM	8:32	AM	10:32	AM	12:32	PM	2:32	PM	4:32	PM	6:32	PM	8:32	PM	9:37	8:37	
31	LAKE ANDERSON @ VIERA (ARRIVE)	AM	7:26	AM	8:33	AM	10:33	AM	12:33	PM	2:33	PM	4:33	PM	6:33	PM	8:33	PM	9:38	8:38	
32	LAKE ANDERSON @ VIERA (DEPART)	AM	7:27	AM	8:34	AM	10:34	AM	12:34	PM	2:34	PM	4:34	PM	6:34	PM	8:34	PM	9:39	8:39	
33	LAKE ANDERSON @ VIERA (ARRIVE)	AM	7:28	AM	8:35	AM	10:35	AM	12:35	PM	2:35	PM	4:35	PM	6:35	PM	8:35	PM	9:40	8:40	
34	LAKE ANDERSON @ VIERA (DEPART)	AM	7:29	AM	8:36	AM	10:36	AM	12:36	PM	2:36	PM	4:36	PM	6:36	PM	8:36	PM	9:41	8:41	
35	LAKE ANDERSON @ VIERA (ARRIVE)	AM	7:30	AM	8:37	AM	10:37	AM	12:37	PM	2:37	PM	4:37	PM	6:37	PM	8:37	PM	9:42	8:42	
36	LAKE ANDERSON @ VIERA (DEPART)	AM	7:31	AM	8:38	AM	10:38	AM	12:38	PM	2:38	PM	4:38	PM	6:38	PM	8:38	PM	9:43	8:43	
37	LAKE ANDERSON @ VIERA (ARRIVE)	AM	7:32	AM	8:39	AM	10:39	AM	12:39	PM	2:39	PM	4:39	PM	6:39	PM	8:39	PM	9:44	8:44	
38	LAKE ANDERSON @ VIERA (DEPART)	AM	7:33	AM	8:40	AM	10:40	AM	12:40	PM	2:40	PM	4:40	PM	6:40	PM	8:40	PM	9:45	8:45	
39	LAKE ANDERSON @ VIERA (ARRIVE)	AM	7:34	AM	8:41	AM	10:41	AM	12:41	PM	2:41	PM	4:41	PM	6:41	PM	8:41	PM	9:46	8:46	
40	LAKE ANDERSON @ VIERA (DEPART)	AM	7:35	AM	8:42	AM	10:42	AM	12:42	PM	2:42	PM	4:42	PM	6:42	PM	8:42	PM	9:47	8:47	
41	LAKE ANDERSON @ VIERA (ARRIVE)	AM	7:36	AM	8:43	AM	10:43	AM	12:43	PM	2:43	PM	4:43	PM	6:43	PM	8:43	PM	9:48	8:48	
42	LAKE ANDERSON @ VIERA (DEPART)	AM	7:37	AM	8:44	AM	10:44	AM	12:44	PM	2:44	PM	4:44	PM	6:44	PM	8:44	PM	9:49	8:49	
43	LAKE ANDERSON @ VIERA (ARRIVE)	AM	7:38	AM	8:45	AM	10:45	AM	12:45	PM	2:45	PM	4:45	PM	6:45	PM	8:45	PM	9:50	8:50	
44	LAKE ANDERSON @ VIERA (DEPART)	AM	7:39	AM	8:46	AM	10:46	AM	12:46	PM	2:46	PM	4:46	PM	6:46	PM	8:46	PM	9:51	8:51	
45	LAKE ANDERSON @ VIERA (ARRIVE)	AM	7:40	AM	8:47	AM	10:47	AM	12:47	PM	2:47	PM	4:47	PM	6:47	PM	8:47	PM	9:52	8:52	
46	LAKE ANDERSON @ VIERA (DEPART)	AM	7:41	AM	8:48	AM	10:48	AM	12:48	PM	2:48	PM	4:48	PM	6:48	PM	8:48	PM	9:53	8:53	
47	LAKE ANDERSON @ VIERA (ARRIVE)	AM	7:42	AM	8:49	AM	10:49	AM	12:49	PM	2:49	PM	4:49	PM	6:49	PM	8:49	PM	9:54	8:54	
48	LAKE ANDERSON @ VIERA (DEPART)	AM	7:43	AM	8:50	AM	10:50	AM	12:50	PM	2:50	PM	4:50	PM	6:50	PM	8:50	PM	9:55	8:55	
49	LAKE ANDERSON @ VIERA (ARRIVE)	AM	7:44	AM	8:51	AM	10:51	AM	12:51	PM	2:51	PM	4:51	PM	6:51	PM	8:51	PM	9:56	8:56	
50	LAKE ANDERSON @ VIERA (DEPART)	AM	7:45	AM	8:52	AM	10:52	AM	12:52	PM	2:52	PM	4:52	PM	6:52	PM	8:52	PM	9:57	8:57	
51	LAKE ANDERSON @ VIERA (ARRIVE)	AM	7:46	AM	8:53	AM	10:53	AM	12:53	PM	2:53	PM	4:53	PM	6:53	PM	8:53	PM	9:58	8:58	
52	LAKE ANDERSON @ VIERA (DEPART)	AM	7:47	AM	8:54	AM	10:54	AM	12:54	PM	2:54	PM	4:54	PM	6:54	PM	8:54	PM	9:59	8:59	
53	LAKE ANDERSON @ VIERA (ARRIVE)	AM	7:48	AM	8:55	AM	10:55	AM	12:55	PM	2:55	PM	4:55	PM	6:55	PM	8:55	PM	10:00	9:00	
54	LAKE ANDERSON @ VIERA (DEPART)	AM	7:49	AM	8:56	AM	10:56	AM	12:56	PM	2:56	PM	4:56	PM	6:56	PM	8:56	PM	10:01	9:01	
55	LAKE ANDERSON @ VIERA (ARRIVE)	AM	7:50	AM	8:57	AM	10:57	AM	12:57	PM	2:57	PM	4:57	PM	6:57	PM	8:57	PM	10:02	9:02	
56	LAKE ANDERSON @ VIERA (DEPART)	AM	7:51	AM	8:58	AM	10:58	AM	12:58	PM	2:58	PM	4:58	PM	6:58	PM	8:58	PM	10:03	9:03	
57	LAKE ANDERSON @ VIERA (ARRIVE)	AM	7:52	AM	8:59	AM	10:59	AM	12:59	PM	2:59	PM	4:59	PM	6:59	PM	8:59	PM	10:04	9:04	
58	LAKE ANDERSON @ VIERA (DEPART)	AM	7:53	AM	9:00	AM	11:00	AM	1:00	PM	3:00	PM	5:00	PM	7:00	PM	9:00	PM	10:05	9:05	
59	LAKE ANDERSON @ VIERA (ARRIVE)	AM	7:54	AM	9:01	AM	11:01	AM	1:01	PM	3:01	PM	5:01	PM	7:01	PM	9:01	PM	10:06	9:06	
60	LAKE ANDERSON @ VIERA (DEPART)	AM	7:55	AM	9:02	AM	11:02	AM	1:02	PM	3:02	PM	5:02	PM	7:02	PM	9:02	PM	10:07	9:07	
61	LAKE ANDERSON @ VIERA (ARRIVE)	AM	7:56	AM	9:03	AM	11:03	AM	1:03	PM	3:03	PM	5:03	PM	7:03	PM	9:03	PM	10:08	9:08	
62	LAKE ANDERSON @ VIERA (DEPART)	AM	7:57	AM	9:04	AM	11:04	AM	1:04	PM	3:04	PM	5:04	PM	7:04	PM	9:04	PM	10:09	9:09	
63	LAKE ANDERSON @ VIERA (ARRIVE)	AM	7:58	AM	9:05	AM	11:05	AM	1:05	PM	3:05	PM	5:05	PM	7:05	PM	9:05	PM	10:10	9:10	
64	LAKE ANDERSON @ VIERA (DEPART)	AM	7:59	AM	9:06	AM	11:06	AM	1:06	PM	3:06	PM	5:06	PM	7:06	PM	9:06	PM	10:11	9:11	
65	LAKE ANDERSON @ VIERA (ARRIVE)	AM	8:00	AM	9:07	AM	11:07	AM	1:07	PM	3:07	PM	5:07	PM	7:07	PM	9:07	PM	10:12	9:12	
66	LAKE ANDERSON @ VIERA (DEPART)	AM	8:01	AM	9:08	AM	11:08	AM	1:08	PM	3:08	PM	5:08	PM	7:08	PM	9:08	PM	10:13	9:13	
67	LAKE ANDERSON @ VIERA (ARRIVE)	AM	8:02	AM	9:09	AM	11:09	AM	1:09	PM	3:09	PM	5:09	PM	7:09	PM	9:09	PM	10:14	9:14	
68	LAKE ANDERSON @ VIERA (DEPART)	AM	8:03	AM	9:10	AM	11:10	AM	1:10	PM	3:10	PM	5:10	PM	7:10	PM	9:10	PM	10:15	9:15	
69	LAKE ANDERSON @ VIERA (ARRIVE)	AM	8:04	AM																	

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21. PARTNERSHIP: The County and the City shall not be deemed to be partners or co-joint venturers of one another by virtue of this Agreement.

22. SEVERABILITY: If any part of this Interlocal Agreement is found invalid, unconstitutional or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Interlocal Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be accomplished. This Agreement shall be enforced and interpreted as if such invalid, unenforceable, or unconstitutional provision did not exist.

23. NOTICE: Notice under this Agreement shall be given to SCAT by mailing written notice by certified mail, postage prepaid, to SCAT Director, 401 South Varr Avenue, Cocoa, Florida 32922, and shall be given to the CITY by mailing written notice by certified mail, postage prepaid to: City Manager, City of Melbourne, 900 East Strawbridge Avenue, Melbourne, Florida 32901.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA

By: _____
Frank Abbate, County Manager

Date: _____

Reviewed for legal form and content

by: 
Melissa H. Powers, Asst. Co. Attorney

ATTEST:

CITY OF MELBOURNE, FLORIDA

By: _____
Cathleen A. Wysor, City Clerk

By: _____
Shannon McBride-Lewis, City Manager

Date: _____