

11.A.12.



AGENDA REPORT
May 22, 2018

Approval Re: Interlocal Agreement with City of Palm Bay and City of West Melbourne for Traffic Signal Maintenance of the Palm Bay Road and Durham Drive/Riviera Drive Intersection – District 3



AGENDA REPORT
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Approval Re: Interlocal Agreement with City of Palm Bay and City of West Melbourne for Traffic Signal Maintenance of the Palm Bay Road and Durham Drive/Riviera Drive Intersection – District 3

SUBJECT:

It is requested that the Board of County Commissioners approve and authorize the Chair to execute the Interlocal Agreement with the City of Palm Bay and City of West Melbourne for traffic signal maintenance of the Palm Bay Road and Riviera Drive/Durham Drive Intersection. It is further requested to approve any necessary Budget Change Requests associated with this action.

FISCAL IMPACT:

Fiscal Impact: FY 17/18/19: Annual maintenance costs are estimated at \$4,752.00. The costs will be shared proportionately between the County (\$2,376.00) and the Cities (\$2,376.00).

DEPT/OFFICE:

Public Works

REQUESTED ACTION:

It is requested that the Board of County Commissioners approve and authorize the Chair to execute the Interlocal Agreement with the City of Palm Bay and City of West Melbourne for traffic signal maintenance of the Palm Bay Road and Riviera Drive/Durham Drive Intersection. It is further requested to approve any necessary Budget Change Requests associated with this action.

SUMMARY EXPLANATION and BACKGROUND:

The City of Palm Bay, City of West Melbourne, and the County desire to maintain the new

traffic signal at the intersection of Palm Bay Road and Riviera Drive/Durham Drive. Currently, the Public Works Department provides maintenance, repair and/or emergency repair services for traffic signals, intelligent transportation systems, cameras, overhead signs and roadway lighting luminaries to most municipalities through Interlocal Agreements. The County has entered into Agreement with signal maintenance contractors for maintenance of traffic signals within Brevard County.

The Cities and County desire to share the cost of maintenance of the new traffic signal at the Palm Bay Road and Riviera Drive/Durham Drive Intersection. The County's portion shall be fifty percent (50%) of the maintenance costs. The Cities each have agreed to a portion of twenty-five percent (25%) each. The Interlocal Agreement outlines the maintenance schedules and fees. The Agreement also provides provisions and fees for upgrades and standardization, modification, reactive maintenance and inspection services as depicted on Exhibit "B".

The initial term of the Interlocal Agreement shall be five years effective upon recording of the fully executed Agreement with the Clerk of the Court. The Agreement shall automatically renew annually for additional one (1) year periods, under the same terms and conditions. The City of Palm Bay approved the Agreement at their April 19, 2018 Council meeting. Furthermore, the City of West Melbourne approved the Agreement by their Council on March 20, 2018.

CLERK TO THE BOARD INSTRUCTIONS:

Please return fully executed Interlocal Agreement (3 originals) to Public Works for recordation by Public Works with the Clerk of Court. Public Works shall return fully executed Agreements to the Cities.

ATTACHMENTS:

Description

- Interlocal Agreement**
- AO-29 form**

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

| | |
|--|---|
| 1. Contractor: | |
| 2. Fund/Account #: | 3. Department Name: Public Works |
| 4. Contract Description: Interlocal Agreement Maintenance of Traffic Signal | |
| 5. Contract Monitor: Jeanette Scott | 7. Contract Type: |
| 6. Dept/Office Director: Andrew J. Holmes, P.E. | INTERGOVT/LOCAL |

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 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 type="checkbox"/> | <input type="checkbox"/> | _____ | _____ |
| Risk Management | <input type="checkbox"/> | <input type="checkbox"/> | _____ | _____ |
| County Attorney | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <i>MJS</i> | <i>5/17/18</i> |

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

| <u>CM DATABASE REQUIRED FIELDS</u> | <u>Complete</u> ✓ |
|--|--------------------------|
| 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 Data (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

May 23, 2018

M E M O R A N D U M

TO: Andy Holmes, Public Works Director

RE: Item II.A.12., Interlocal Agreement with City of Palm Bay and City of West Melbourne for Traffic Signal Maintenance of the Palm Bay Road and Durham Drive/Riviera Drive Intersection

The Board of County Commissioners, in regular session on May 22, 2018, executed and approved the Interlocal Agreement with the City of Palm Bay and City of West Melbourne for traffic signal maintenance of the Palm Bay Road and Riviera Drive/Durham Drive Intersection; and approved any necessary budget change requests. Enclosed are three fully-executed Agreements for your action.

Upon recordation, please return the 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

Tammy Rowe, Deputy Clerk

/ds

Encls. (3)

cc: Contracts Administration
Finance
Budget

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT, made and entered into 22 day of May, 2018, by and between the City of Palm Bay, Brevard County, Florida, a political subdivision of the State of Florida, the City of West Melbourne, Florida, a political subdivision, both are hereinafter referred to collectively as the "CITIES" and the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, a portion of Palm Bay Road is located in the unincorporated area of Brevard County, Florida (hereinafter referred to as the "PUBLIC RIGHT-OF-WAY"); and

WHEREAS, Riviera Drive is located in the incorporated area of Palm Bay, Florida (hereinafter also referred to as the "PUBLIC RIGHT-OF-WAY"); and

WHEREAS, Durham Drive is located in the incorporated area of West Melbourne (hereinafter also referred to as the "PUBLIC RIGHT-OF-WAY"); and

WHEREAS, the COUNTY and CITIES own their portion of the PUBLIC RIGHT-OF-WAY respectively; and

WHEREAS, the COUNTY and CITIES pursuant to the authority set forth in Section 125.01, Florida statutes, may allow the use of public right-of-way for purposes which do not conflict with the interests of the public or are in the interests of the public; and

WHEREAS, the COUNTY and CITIES desire to maintain a TRAFFIC SIGNAL (hereinafter also referred to as "TRAFFIC SIGNAL") to be constructed at the intersection of Palm Bay Road and Riviera Drive/Durham Drive by private development; and

WHEREAS, the COUNTY has entered into an Agreement with signal maintenance contractors, hereinafter referred to as "CONTRACTOR," for maintenance of TRAFFIC SIGNALS within Brevard County; and

WHEREAS, the COUNTY and CITIES wish to share the cost of maintenance of the TRAFFIC SIGNAL; and

NOW THEREFORE, the COUNTY and CITIES covenant and agree that they have full power and authority to enter into this Agreement and bind their respective governmental entities as follows:

- (1) The above recitals are true and correct and by this reference are hereby

incorporated into and made an integral part of this Agreement.

- (2) Statutory Authority: This Agreement shall be considered an Interlocal Agreement pursuant to authority of Florida Statutes, Chapter 163 Part 1, 2013.
- (3) Maintenance and Financial Contribution: The COUNTY and CITIES agree to share the maintenance costs of the TRAFFIC SIGNAL located at the intersection of Palm Bay Road and Riviera Drive/Durham Drive described in Exhibit A, attached hereto. The COUNTY'S portion shall be fifty percent (50%) of the maintenance costs. The City of Palm Bay's portion shall be twenty-five percent (25%) of the maintenance costs. The City of West Melbourne's portion shall be twenty-five percent (25%) of the maintenance costs. Maintenance costs are depicted on Exhibit B, attached hereto.

a. Preventative Maintenance

The COUNTY agrees to provide up to three (3) preventative maintenance services per year for the Traffic Signal. The COUNTY will maintain the TRAFFIC SIGNAL to the extent of the COUNTY's capability (in terms of ordinary maintenance and repair). The parties agree that the CITIES shall pay the COUNTY a maintenance fee for preventative maintenance services apportioned according to the percentages set forth herein above.

- i. The parties agree that the maintenance fee shall be based on the following: The calculated total costs to perform preventative maintenance services on a random sample of signals in the County as documented for the previous fiscal year will be divided by the total number of signals in the sample to arrive at an average per intersection cost. This average cost shall be calculated each year based on actual cost averages from the previous year, and the CITIES shall each be charged 25% of said average cost.
- ii. From the effective date of this Agreement, until changed pursuant to the criteria contained herein, the Preventative Maintenance Fee for the TRAFFIC SIGNAL shall be as set forth in Exhibit B.

b. Upgrades and Standardization

The COUNTY agrees to include the TRAFFIC SIGNAL in COUNTY equipment upgrade and standardization program reviews. Where deficiencies are noted, the COUNTY will notify the CITIES of the

deficiencies and provide an estimate of cost to bring the facility to appropriate standards. The COUNTY will notify the CITIES when the work can be scheduled. The COUNTY will strive to lower maintenance costs by ensuring that equipment reaching the manufacturer's recommended life is upgraded to standardized equipment as the budgets of the COUNTY and CITIES allow. The CITIES shall compensate the COUNTY for actual reasonable costs incurred in this process in accordance with the aforementioned percentages.

c. Modifications

The COUNTY agrees to modify the configuration of the TRAFFIC SIGNAL at the request of either or both of the CITIES. The CITIES' reimbursement for modifications requested will not exceed actual costs to the COUNTY. The City of West Melbourne shall compensate the COUNTY for the actual costs of any modifications specifically requested by the City of West Melbourne. The City of Palm Bay shall compensate the COUNTY for the actual costs of any modifications specifically requested by the City of Palm Bay. The CITIES may jointly agree to request modifications and to share in the cost of same, which agreement shall be in writing and signed by authorized representatives of each of the CITIES.

d. Reactive Maintenance

The COUNTY agrees to respond to any Emergency Condition as defined in the current version of the COUNTY "After Hours Traffic Sign and Signal Response Policy" within two hours of being notified of the emergency condition. The COUNTY also agrees to schedule and respond to all other reactive maintenance problems in an efficient and timely manner. The CITIES shall compensate the COUNTY for reactive maintenance in accordance with Exhibit B, apportioned according to the percentages set forth herein above. Compensation will be made to the first hour and then to the nearest one-half hour and may include travel time to the work site. Emergency call outs performed after hours shall be compensated from portal to portal, including all time associated with travel to and from the location and time spent repairing the TRAFFIC SIGNAL.

The COUNTY's compensation schedule may be adjusted upon thirty (30) days written notice to the CITIES. Compensation adjustment shall be based on material cost variation or other relevant economic conditions, sufficiently documented by the requesting party. Any party may request a compensation adjustment.

Regular time work shall be work that was performed between the hours of seven o'clock (7:00) a.m. and three-thirty (3:30) p.m., Monday through Friday.

Overtime work shall be work that was performed during those hours not defined as regular time.

Holidays will be charged at the overtime rate. Holidays are defined as those days officially designated as holidays by the Brevard County Board of County Commissioners.

Work that is initiated during regular time, completed during overtime, and required more than one (1) hour of effort during overtime to complete, will be partially compensated at the overtime rate, based upon the prorated share of work completed during overtime. The CITIES shall pay to the COUNTY the actual cost of all materials furnished by the COUNTY, associated with reactive maintenance activities, which are an integral part of the finished work.

e. Review and Inspection Services

The CITIES shall pay the COUNTY for Inspection Services as shown in Exhibit B, apportioned according to the percentages set forth herein above.

(4) PROCEDURES:

a. Emergency Signal Maintenance

The CITIES shall contact the COUNTY at 321-455-1440 during normal working hours, Monday through Friday from 7:00 a.m. through 3:30 p.m. The CITIES shall contact Central Dispatch Center (Civil Defense) at 321-633-1737 during non-working hours to request emergency TRAFFIC SIGNAL maintenance.

The COUNTY will respond to requests for maintenance and, if possible, make repairs. If repairs cannot be performed by COUNTY personnel, the COUNTY will authorize the Contractor to perform the repairs. Major repairs will not be undertaken without the approval of the CITIES. The CITIES shall submit a payment recommendation on the Contractor's invoice. The COUNTY will submit a statement using agreed upon rates in Exhibit B, quarterly, to the CITIES for maintenance work performed by COUNTY personnel. The CITIES shall be responsible for payment of Contractor invoices directly to the Contractor in

accordance with the percentages stated in Paragraph 3 Financial Contribution.

b. Other Aerial Maintenance

Either or both of the CITIES shall notify the COUNTY in writing of the work to be performed. The COUNTY will respond to requests for maintenance and perform the maintenance when time is available.

- (5) MAINTENANCE OF TRAFFIC: The COUNTY or the Contractor shall be responsible for maintaining safe traffic flow in accordance with the Florida Department of Transportation Roadway and Traffic Design Standards, most recent edition, and any other applicable references. In the event law enforcement is necessary to maintain traffic, the COUNTY shall arrange for law enforcement. This expense shall be reimbursed by the CITIES in accordance with the aforementioned percentages contained in Paragraph 3.
- (6) AUTHORIZED PERSONNEL: The personnel authorized by the CITIES and the COUNTY to perform maintenance shall be limited to the COUNTY's Traffic Systems Technician(s), the COUNTY's Traffic Sign/Signal Technician(s) and the Contractor or any other personnel agreed upon by the CITIES and COUNTY in an emergency. The charges for the services of such emergency personnel shall be computed using the rates on the attached schedule.
- (7) Term: The initial term of this Agreement shall be five (5) years commencing on the date it is recorded with the Clerk of the Circuit Court in and for Brevard County. This Agreement shall automatically renew annually for additional one (1) year periods, under the same terms and conditions contained herein.
- (8) Indemnification: To the extent permitted by law, the COUNTY agrees to indemnify and hold harmless the CITIES from any and all liability and/or claims of any kind arising out of the COUNTY's own negligence. To the extent permitted by law, the CITIES each agree to indemnify and hold harmless the COUNTY and each other from any and all liability and/or claims of any kind arising out of each CITY'S own negligence. Nothing herein is intended to be or shall be interpreted to be a waiver or limitation of the CITIES' or COUNTY'S sovereign immunity.
- (9) Default: Either party to this Agreement, in the event of any act of default by the other, shall have all remedies available to it under the laws of the State of Florida.

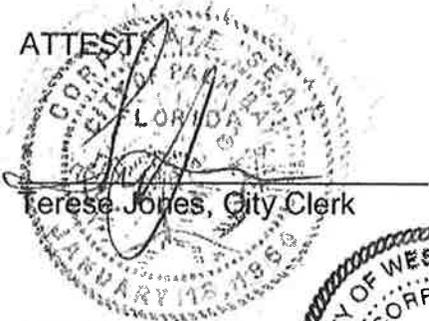
- (10) Severability: If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.
- (11) Effective Date: Pursuant to Chapter 163, Florida Statutes, the effective date of this Agreement shall be the date on which it is recorded with the Clerk of the Circuit Court in and for Brevard County.
- (12) Recording: Upon execution of this Agreement, the COUNTY shall record a fully executed original of this Agreement in the Public Records of Brevard County, Florida, and shall return a recorded original of the Agreement to the CITY REPRESENTATIVES listed in Paragraph (13).
- (13) Notices: All notices required under the Agreement shall be in writing and delivered to the parties by mail or electronic delivery, as follows:
- (a) CITY OF PALM BAY Representative
Gregg Lynk, City Manager
120 Malabar Road
Palm Bay, Florida 32907
gregg.lynk@palmbayflorida.org
 - (b) CITY OF WEST MELBOURNE Representative
Scott Morgan, City Manager
2240 Minton Road
West Melbourne, Florida 32904
smorgan@westmelbourne.org
 - (b) COUNTY Representative
Tammy Thomas-Wood
Public Works Support Services Manager
2725 Judge Fran Jamieson Way, Building A
Viera, Florida 32940
Tammy.Thomas-Wood@brevardfl.gov
- (14) Breach: In the event that a party has breached any term or provision of this Agreement, the non-breaching party shall provide written notice of such breach to the breaching party, and the breaching party shall have forty-five (45) days after receipt of such notice to cure such breach or, if such breach is of a nature that it cannot be reasonably cured within such forty-five (45) day period, then such longer period to cure the breach as is reasonably necessary provided, however, that the breaching party commences

reasonable action to cure within the forty-five (45) day period and diligently and continuously pursues such cure to completion.

- (15) Attorney's Fees: In the event of any legal action to enforce the terms of this contract, each party shall bear its own attorney's fees and costs.
- (16) Venue and Non-Jury Trial: Any legal action to enforce, interpret, or construe the terms of this contract, shall be in a court of competent jurisdiction in and for Brevard County, Florida and **any trial shall be a non-jury trial.**
- (17) Entirety: This Agreement represents the understanding and agreement of the parties in its entirety. There shall be no amendments to the Agreement unless such amendments are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

ATTEST:



Terese Jones
Terese Jones, City Clerk

CITY OF PALM BAY

William Capote
William Capote, Mayor
As approved by the City Council on: April 19, 2018

ATTEST:



Cynthia Hanscom
Cynthia Hanscom, City Clerk



CITY OF WEST MELBOURNE

Hal J. Rose
Hal J. Rose, Mayor
As approved by the City Council on March 20, 2018

Reviewed as to legal form and sufficiency:

Morris Richardson
Morris Richardson, City Attorney

ATTEST:



Scott Ellis
Scott Ellis, Clerk

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**

Rita Pritchett
Rita Pritchett, Chair MAY 22 2018
As approved by the Board on: _____

APPROVED AS TO LEGAL FORM:

Matthew Dan
Assistant County Attorney

EXHIBIT A
TRAFFIC SIGNAL INVENTORY
BREVARD COUNTY/WEST MELBOURNE/PALM BAY

PALM BAY ROAD & DURHAM DR/RIVIERA DR NE

BC-0406

8-PHASE COORDINATED SIGNAL

EXHIBIT B

| | |
|---|---------------------|
| Preventative Maintenance Fees per visit | \$70.76 |
| Upgrades and Standardization Fees | Actual Costs |
| Modification Fees | Actual Costs |
| Reactive Maintenance Services Fees | Actual Costs |
| Reactive Maintenance Materials | Actual Costs |
| Review Fees | No Charge |
| Inspection Services Fees per inspection | \$84.97 |

Actual Costs:

| | |
|--------------------|----------|
| Fixed fee per call | \$178.44 |
| Signal Tech/hour | |
| Regular rate | \$28.20 |
| Overtime rate | \$42.30 |

Deborah Thomas

From: Tammy Rowe
Sent: Tuesday, December 11, 2018 3:42 PM
To: Deborah Thomas
Subject: FW: 5/22/18 Board Item II.A.12 - recorded ILA re: traffic signal
Attachments: ILA_PB_WM_TrafficSignal_BOCC_APV.pdf; 4184_ILA_PB_WM_TrafficSignal_EXE_REC.pdf

From: Scott, Jeanette [mailto:Jeanette.Scott@brevardfl.gov]
Sent: Tuesday, December 11, 2018 3:41 PM
To: Tammy Rowe
Subject: 5/22/18 Board Item II.A.12 - recorded ILA re: traffic signal

Good afternoon Tammy,

I've been auditing clerk's memos and realized that I may not have returned a PDF of the recorded Interlocal Agreement for Item II.A.12 from the May 22, 2018 Board meeting.

Attached please find the PDF of the recorded ILA along with the clerk's memo on this Board action.

Best,
Jeanette Scott
Contracts Administrator
Public Works Department
2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, FL 32940
321-617-7202