

Meeting Date
December 15, 2015



AGENDA	
Section	Consent
Item No.	II.A.5

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval Re: Locally Funded Agreement FM#436370-1-22-01 with the Florida Department of Transportation (FDOT) and Resolution for the PD&E Study for Washingtonia Drive Extension from St. Johns Heritage Parkway to Stadium Parkway – District 4 Fiscal Impact: \$1,559,244
DEPT/OFFICE:	Public Works Department – Finance & Contracts Administration

Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Chairman to execute the Locally Funded Agreement FM#436370-1-22-01 and Resolution with the Florida Department of Transportation for the PD&E Study of the Washingtonia Drive Extension from St. Johns Heritage Parkway to Stadium Parkway. It is also requested that the Board approve any necessary budget change requests.

Summary Explanation & Background:

The Project Development and Environment (PD&E) study of the Washingtonia Drive Extension approved by the Board on 03/20/2007 and amended on 12/11/12, will analyze alternative alignment options for the construction of a new arterial roadway running parallel and west of I-95. The Washingtonia Drive Extension will connect the future St. Johns Heritage Parkway to Stadium Parkway in Viera, a length of 5.1 miles. The Washingtonia Drive Extension along with the St. Johns Heritage Parkway will provide needed north-south capacity for Brevard County.

The Florida Department of Transportation (FDOT) is prepared to undertake this PD&E study. FDOT has programmed the project in its Adopted Five Year Work Program for FY 2019/2020 as Financial Management Number 436370-1-22-01. The implementation of the project is in the interests of the both the County and FDOT. The PD&E study will determine social, economic, natural and physical environmental impacts associated with the proposed Washingtonia Drive Extension. The County will provide the funding for the PD&E study estimated in the amount of \$1,559,244.00 upon execution of the Agreement. If the actual cost is less than the funds provided, the overage will be applied to other phases of the project.

The term of the Locally Funded Agreement shall begin upon final execution by FDOT and shall remain in effect through completion of all services. Upon completion of the PD&E study, the County will receive copies of the final study results.

It is requested that the Board of County Commissioners approve and authorize the Chairman to execute the Locally Funded Agreement FM#436370-1-22-01 and Resolution with the FDOT and approve any necessary budget change requests associated with this action.

Fiscal Impact: FY 2015/2016 \$1,559,244.00 1163/265160/5990030

Clerk to the Board Instructions: Return executed Locally Funded Agreement FM#436370-1-22-01 and Resolution to Public Works (4 originals)

Exhibits Attached: Locally Funded Agreement FM#436370-1-22-01 and Resolution (4 originals)

Contract /Agreement (If attached): Reviewed by County Attorney		Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager	Assistant County Manager			Department Director / Extension			
Stockton Whitten	Assistant County Manager			 John P. Denninghoff / 57202			

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor:	
2. Fund/Account #:	Division Name: Finance and Contracts Administration
4. Contract Description: Locally Funded Agreement with FDOT for PD&E Study of Washingtonia Drive Ext.	
5. Contract Monitor: Jeanette Scott	6. Mail Stop #: 81; ext. 52853
7. Dept./Office Director: Public Works / John P. Denninghoff	8. Contract Type: Intergovernmental
ACTION DATE: Tentative 12/15/15 Board Meeting	ACTION REQUIREMENT: Please Review

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	_____	_____	<u> H </u>	<u> 11-23-15 </u>
Risk Management	_____	_____	_____	_____
County Attorney	<u> ✓ </u>	_____	<u> DJ </u>	<u> 11/23/2015 </u>

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: *This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form to department for contract to be entered into the Contract Management System. See AO-29 for additional information.*



BOARD OF COUNTY COMMISSIONERS

Public Works Department

2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, Florida 32940

June 6, 2016

Tammy Etheridge, Deputy Clerk
Clerk to the Board
400 South Street
Titusville, FL 32781

RE: December 15, 2015 Board of County Commissioners Agenda Item II.A.5
Resolution and Locally Funded Agreement FM#436370-1-22-01 with Florida Department of
Transportation (FDOT) for the PD&E Study for Washingtonia Drive Extension from St. Johns Heritage
Parkway to Stadium Parkway.

As requested in the Clerk's Memorandum, please find enclosed the fully-executed Agreement for inclusion in
the official minutes.

Thank you,

Jeanette Scott

Jeanette Scott, Construction Contracts Technician

Encl. (1)

cc: Deanna Toro



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

December 16, 2015

MEMORANDUM

TO: John Denninghoff, Public Works Department Director

RE: Item II.A.5., Resolution and Locally Funded Agreement FM#436370-1-22-01 with Florida Department of Transportation (FDOT) for the PD&E Study for Washingtonia Drive Extension from St. Johns Heritage Parkway to Stadium Parkway

The Board of County Commissioners, in regular session on December 15, 2015, adopted Resolution No. 15-238, authorizing execution of the Locally Funded Agreement; approved the Locally Funded Agreement FM#436370-1-22-01 with FDOT for the PD&E Study of the Washingtonia Drive Extension from the St. Johns Heritage Parkway to the Stadium Parkway; and authorized any necessary budget change requests. Enclosed are four executed Resolutions, and four executed Locally Funded Agreements for your action.

Upon execution by FDOT, please return a fully-executed Agreement and Resolution to this of office for inclusion in the official minutes.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/ds

Encls. (8)

cc: Contracts Administration
Finance
Budget



BOARD OF COUNTY COMMISSIONERS

Public Works Department

2725 Judge Fran Jamieson Way
Building A, Room 201
Viera, Florida 32940

June 6, 2016

Tammy Etheridge, Deputy Clerk
Clerk to the Board
400 South Street
Titusville, FL 32781

RE: December 15, 2015 Board of County Commissioners Agenda Item II.A.5
Resolution and Locally Funded Agreement FM#436370-1-22-01 with Florida Department of
Transportation (FDOT) for the PD&E Study for Washingtonia Drive Extension from St. Johns Heritage
Parkway to Stadium Parkway.

As requested in the Clerk's Memorandum, please find enclosed the fully-executed Agreement for inclusion in
the official minutes.

Thank you,

Jeanette Scott

Jeanette Scott, Construction Contracts Technician

Encl. (1)

cc: Deanna Toro

Agency: Brevard County	Fund: LF	Financial Project #: 436370-1-22-01
Vendor No.: F596000523 164	Contract Amount: \$1,559,244.00	

**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
BREVARD COUNTY**

This **AGREEMENT**, made and entered into this 4th day of January, 2016 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") and BREVARD COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "LOCAL GOVERNMENT"),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto as Exhibit "B", and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the Project described as the "PD & E Study for Washingtonia Drive Extension from St. Johns Heritage Parkway to Stadium Parkway", which is programmed in the DEPARTMENT'S Fiscal Year 2019/2020, said Project being known as Financial Management Number 436370-1-22-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT, and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide the funding for the Project;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:



1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT and the DEPARTMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall perform the services, as defined in the Scope of Services, attached hereto as Exhibit "A", Scope of Services. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT's activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be advised of the progress of the Project at reasonable intervals. The DEPARTMENT may schedule interim updates to the LOCAL GOVERNMENT at its discretion.

3. Participation by the LOCAL GOVERNMENT of the funds for the Project shall be made as follows:

(A) The LOCAL GOVERNMENT agrees that it will, upon execution of this Agreement, furnish the DEPARTMENT a contribution in the amount of **\$1,559,244.00 (One Million Five Hundred Fifty Nine Thousand Two Hundred Forty Four Dollars and No/100)** to be used for the estimated project cost for locally funded project number FM#436370-1-22-01. The DEPARTMENT will utilize this deposit for payment of the cost of the Project. If the actual cost of the project is less than the funds provided the excess will be applied to other phases on the project.

(B) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit. All interest earned will remain in the account for purposes of the Project.

(C) The DEPARTMENT and the LOCAL GOVERNMENT agree that the lump sum contribution shall be an asset of the DEPARTMENT and that it constitutes a full and final payment for the cost of the work, without any requirement for a subsequent accounting for the use of the contribution.

(D) The DEPARTMENT agrees that Project Costs payable by the LOCAL GOVERNMENT are based on the consultant contract price only. DEPARTMENT staff time and internal costs shall not be the responsibility of the LOCAL GOVERNMENT.

(E) Contact Persons:

Florida Department of Transportation

Teresa R. Hutson
Program Coordinator
719 South Woodland Boulevard, MS 4-520
DeLand, Florida 32720-6834
PH: (386) 943-5486
Teresa.hutson@dot.state.fl.us

Lorena Cucek, c.s.m.
MPO Liaison- Brevard County
719 South Woodland Boulevard, MS 530
DeLand, Florida 32720-6834
PH: (386) 943-5426
Lorena.cucek@dot.state.fl.us

Brevard County

Tammy Thomas-Wood
Brevard County Public Works Support Services Manager
2725 Judge Fran Jamieson Way, Building A - 201
Viera, Florida 32940
PH: (321) 617-7202
Tammy.Thomas-Wood@brevardcounty.us

4. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT shall be provided three (3) paper copies and three (3) digital copies of the final study results.

5. In the event this Agreement is for services in excess of \$25,000.00 (TWENTY FIVE THOUSAND DOLLARS) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

“The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or

other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.”

6. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by such party in conjunction with this Agreement.

7. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. 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, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

8. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

9. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

(A) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

(B) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the contractor/ subcontractor during the contract term.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement this 15th day of December, 2015, and the DEPARTMENT has executed this Agreement this 4th day of January, 2016

**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

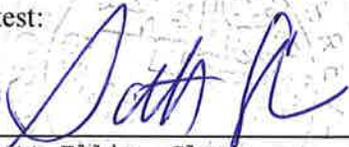
**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: 
Name: Jim Barfield
Title: Chairman

By: 
Name: Frank J. O'Dea, P.E.
Title: Director of Transportation Development

As approved by the Board on:

DECEMBER 15, 2015

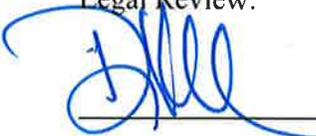
Attest: 
Scott Ellis, Clerk

Attest: 
Executive Secretary

Legal Review


Assistant County Attorney

Legal Review:



Financial Provisions Approval by
Department of Comptroller on:

11/17/2015

Exhibit "A"

SCOPE OF SERVICES FM# 436370-1-22-01

The PD & E Study of the Washington Drive extension is to analyze alternative alignment options for the construction of a new arterial roadway running parallel and west of I-95 connecting the future St. Johns Heritage Parkway to Stadium Boulevard, a length of 5.1 miles. The extension along with the St. Johns Heritage Parkway will provide needed north-south capacity from Malabar Road in the City of Palm Bay to Viera.

Exhibit "B"

RESOLUTION NO. 2015- 238

A RESOLUTION AUTHORIZING THE EXECUTION OF LOCALLY FUNDED AGREEMENT FOR PD&E STUDY OF THE WASHINGTONIA DRIVE EXTENSION FROM ST. JOHNS HERITAGE PARKWAY TO STADIUM PARKWAY.

WHEREAS, the State of Florida Department of Transportation (FDOT) and Brevard County desire to enter into Agreement for the funding of the PD&E Study of the Washingtonia Drive Extension from St. Johns Heritage Parkway to Stadium Parkway.

WHEREAS, the State of Florida Department of Transportation has requested Brevard County to execute and deliver to the State of Florida Department of Transportation the Locally Funded Agreement for the aforementioned project, FM# 436370-1-22-01.

NOW, THEREFORE, BE IT RESOLVED by the Board of Brevard Commissioners of Brevard County, Florida as follows:

The Board of County Commissioners of Brevard County, Florida hereby approves the Locally Funded Agreement.

The Board of County Commissioners hereby authorizes the Chairman of the Board to execute the Locally Funded Agreement with FDOT for the aforementioned project, FM# 436370-1-22-01.

DONE, ORDERED AND RESOLVED in regular session this 15 day of DECEMBER, 2015.

ATTEST:



A blue ink signature of Scott Ellis, consisting of stylized initials and a surname.

Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA



A blue ink signature of Jim Barfield, consisting of stylized initials and a surname.

Jim Barfield, Chairman

As approved by the BOCC on 12/15/15

