



# Agenda Report

2725 Judge Fran Jamieson  
Way  
Viera, FL 32940

## Consent

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F.3.

4/21/2020

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### Subject:

Approval Re: Interlocal Agreement with the School Board for Ralph M. Williams, Jr. Elementary Access Improvements - District 4

### Fiscal Impact:

Up to \$180,340 cost share 50/50 between School Board and County. Funding for the County's portion of this project is available in the General Government Operations budget.

### Dept/Office:

Public Works Department/Finance and Contracts Administration

### Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Chair to execute the Interlocal Agreement with the School Board pertaining to the Ralph M. Williams, Jr. Elementary School access improvements. It is further requested the Board approve any necessary Budget Change Requests associated with this request.

### Summary Explanation and Background:

The School Board and the County desire to improve the safety and roadway access to Ralph M. Williams, Jr. Elementary School located on Clubhouse Drive in Viera. These improvements will address the safety issue created by the vehicular stacking on Clubhouse Drive by providing a car loop on the school's site in accordance with the plans and specifications developed by the School Board and attached as Exhibit A to the Interlocal Agreement. The new access will improve the safety, operation and reduce future maintenance costs of Clubhouse Drive.

The School Board has agreed to contribute funding towards the construction of the project. The School Board fully funded the design and permitting costs. The School Board will also provide fifty percent of construction costs estimated at \$180,340. Furthermore, the School Board has agreed to fund fifty percent of construction change order costs up to a cumulative amount of \$15,000 additional School Board funding. If construction change orders exceed the \$15,000 cumulative amount, then School Board approval shall be required for any additional funding contribution by the School Board. Upon construction completion, the School Board shall own and be solely responsible for the maintenance of the access improvements.

The terms and conditions of this partnership are established in the Interlocal Agreement. It is anticipated that the School Board will approve the Interlocal Agreement at their April 14, 2020 Board meeting. It is requested the Board of County Commissioners approve and authorize the Chair to execute the Interlocal Agreement and approve any necessary Budget Change Requests associated with this action.

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**Clerk to the Board Instructions:**

Please return fully executed Interlocal Agreement (original) to the Public Works Department for further recording in the public records of Brevard County.



April 22, 2020

**M E M O R A N D U M**

**TO:** Corrina Gumm, Interim Public Works Director

**RE:** Item F.3., Approval for Interlocal Agreement with the School Board for Ralph M. Williams, Jr. Elementary Access Improvements

The Board of County Commissioners, in regular session on April 21, 2020, approved and authorized the Chair to execute the Interlocal Agreement with the School Board pertaining to the Ralph M. Williams, Jr. Elementary School access improvements; and approved any necessary budget change requests associated with this request. Enclosed is an executed Interlocal Agreement.

**Upon execution by all parties and recordation, please return a fully-executed recorded Interlocal Agreement to this office for inclusion of the official minutes.**

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Kimberly Powell, Deputy Clerk

Encls. (2)

cc: Contracts Administration  
Finance  
Budget

## INTERLOCAL AGREEMENT RALPH M. WILLIAMS, JR. ELEMENTARY SCHOOL ACCESS IMPROVEMENTS

This Interlocal Agreement is made and entered into by and between the School Board of Brevard County, Florida, the governing body of the School District of Brevard County, Florida, hereinafter referred to as "School Board" and the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County".

### Recitals

WHEREAS, Ralph M. Williams, Jr. Elementary School (School) abuts the public right-of-way known as Clubhouse Drive; and

WHEREAS, the County owns Clubhouse Drive; and

WHEREAS, the School Board and County desire to improve the safety and operational efficiency of Clubhouse Drive by reducing the number of vehicles stacking on Clubhouse Drive relating to drop off and pick up of students at the School; and

WHEREAS, the School Board owns the vacant property adjacent to the School to the east, hereinafter referred to as the "Site"; and

WHEREAS, the School Board has designed and permitted an alternative stacking area on the Site, hereinafter referred to as the "Project"; and

WHEREAS, the School Board and the County have agreed to contribute funding towards construction of the Project; and

WHEREAS, the County has agreed to construct the Project; and

WHEREAS, these improvements will benefit the public.

Now therefore, the County and School Board covenant and agree that they have full power and authority to enter into this Agreement and bind their respective governmental entities as follows:

### Section 1 - Recitals

The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.

## **Section 2 - Statutory Authority**

This Agreement shall be considered an Interlocal Agreement pursuant to authority of Florida Statutes, Chapter 163 Part 1, 2013.

## **Section 3 - Scope of Project**

The Project will consist of the construction of improvements to provide vehicular stacking on the Site in accordance with the plans and specifications developed by the School Board and attached hereto as Exhibit A.

## **Section 4 - Lead Agency**

The School Board agrees that the County shall be the lead agency to perform all construction work on the Project. However, as the permittee, the School Board shall be responsible for compliance with any permit conditions required by any agency with permitting authority. Nothing in this Agreement shall be in any way construed to constitute the County or the School Board, or any of its agents or employees, to be an agent, employee or representative of the other.

## **Section 5 - Construction Coordination**

The County shall coordinate the construction schedule with the School Board, including the Principal of the School. The County is aware of the Jessica Lunsford Act and will coordinate with the School Board and the principal of the School to ensure construction does not affect the security measures in place at the School when students are present.

## **Section 6 - Financial Contribution to the Project**

The current construction cost estimate for the Project is \$180,340.00. The School Board and the County will each provide 50% of the construction costs of the Project. Upon completion of the Project, the County will invoice the School Board for 50% of the final construction cost. The School Board shall remit payment to the County within fifteen business days upon receipt of the invoice.

If construction change orders become necessary, the County will advise the School Board within five calendar days' notice. The School Board shall fund 50% of construction change order costs up to a cumulative amount of \$15,000.00 additional School Board funding. If construction change orders exceed this cumulative amount of \$15,000.00, then School Board approval shall be required for any additional funding contribution by School Board. The County shall fund 50% of construction change order costs in accordance with County procurement and contracting levels of authority.

## **Section 7 - Change Orders**

Notwithstanding Section 6 above, change orders that expand the scope of the Project as defined in Section 3 of this Agreement shall be paid for solely by the party requesting the Change Order.

### Section 8 - Ownership and Maintenance

The Parties agree that after construction of the Project, the School Board shall own and be solely responsible for the maintenance of the Project improvements.

### Section 9 - Indemnification

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 act or omission of its employees, agents or representatives. Neither party, by execution of this Agreement, will be deemed to have waived its statutory right/defense of sovereign immunity, or to have increased its limits of liability under Section 768.28, Florida Statutes, as may be amended from time to time. Each party shall retain all rights, defenses, and remedies under Florida law in the event of any claims, suits or other disputes arising from its performance of the obligations under this Agreement. Nothing in this Agreement shall be interpreted to create any causes of action for any third parties not a party to this Agreement.

### Section 10 - Notices

All notices required under the Agreement shall be in writing and delivered to the parties by United States mail, hand delivery, express mail or electronic mail (e-mail) as follows:

- (a) School Board Representative  
Susan Hann, P.E.,  
Assistant Superintendent Facilities Services  
Brevard Public Schools - Facilities Services  
2700 Judge Fran Jamieson Way  
Viera, Florida 32940
- (b) County Representative  
Tammy Thomas-Wood  
Public Works Support Services Manager  
2725 Judge Fran Jamieson Way, A-201  
Viera, Florida 32940

### Section 11 - 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.

#### **Section 12 - 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.

#### **Section 13 - 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.

#### **Section 14 - 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 School Board Representative listed in Section 10.

#### **Section 15 - Termination**

Prior to construction commencement, the County or the School Board shall have the right to terminate this Agreement, with or without cause, by furnishing thirty days prior written notice as provided in Section 10.

#### **Section 16 - 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. This provision shall not be interpreted to be a pledge of ad valorem tax revenues.

#### **Section 17 - 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.

#### **Section 18 - Compliance with Statutes**

It shall be each party's responsibility to be aware of and comply with all federal, state, and local laws.

#### **Section 19 - 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 on the date and year written below.

Attest:

School Board

*Key*

  
Mark W. Mullins, Ed.D, Superintendent

  
Misty Belford, Chairman

SH


As approved by the Board on: 4-14-20

Approved as to legal form and content:

  
School Board Attorney

Attest:

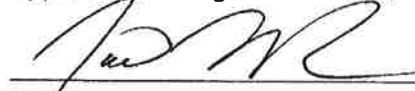
Board of County Commissioners  
of Brevard County, Florida

  
Scott Ellis, Clerk

  
Bryan Lober, Chairperson

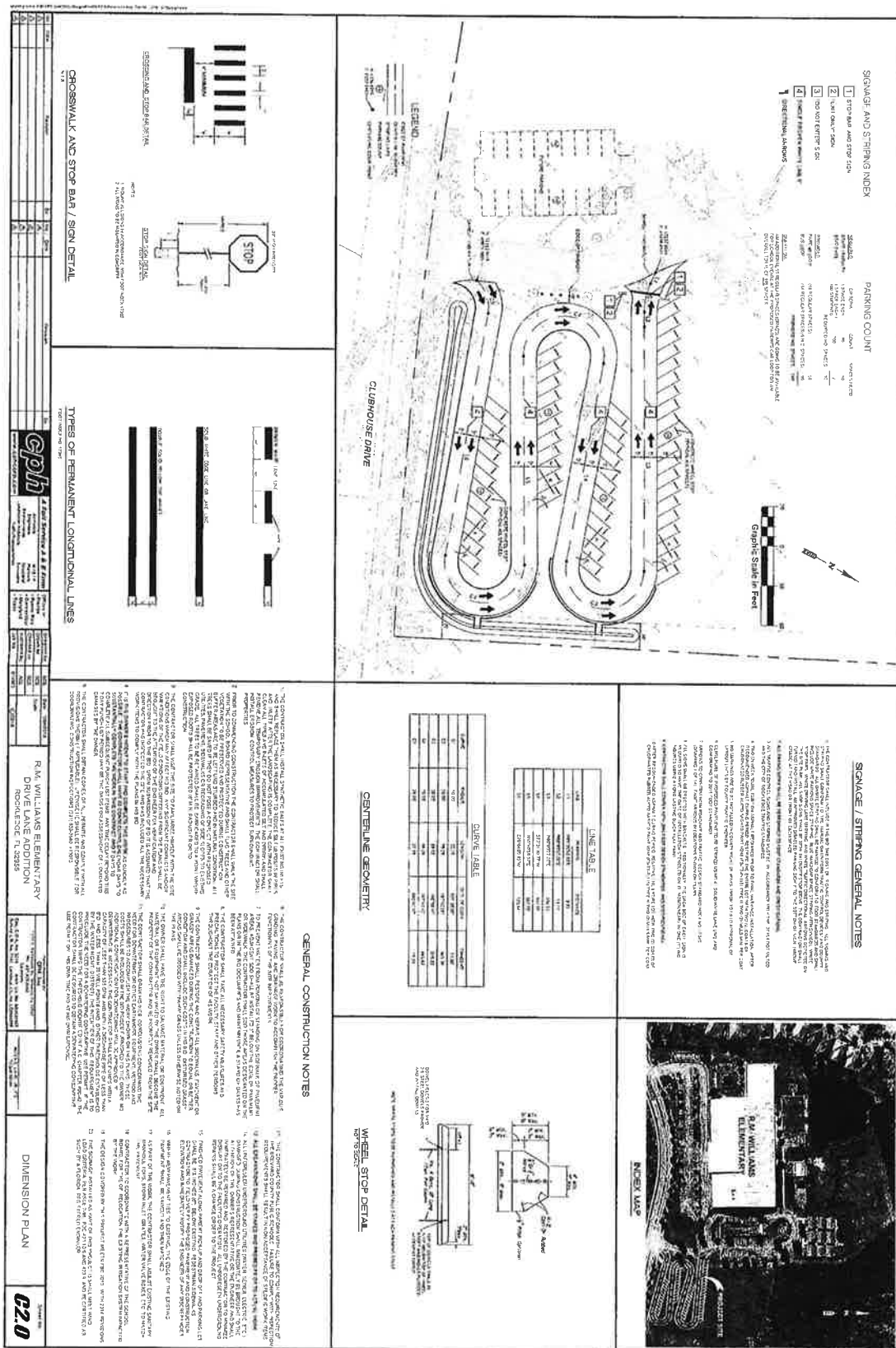
As approved by the Board on: 4/21/2020

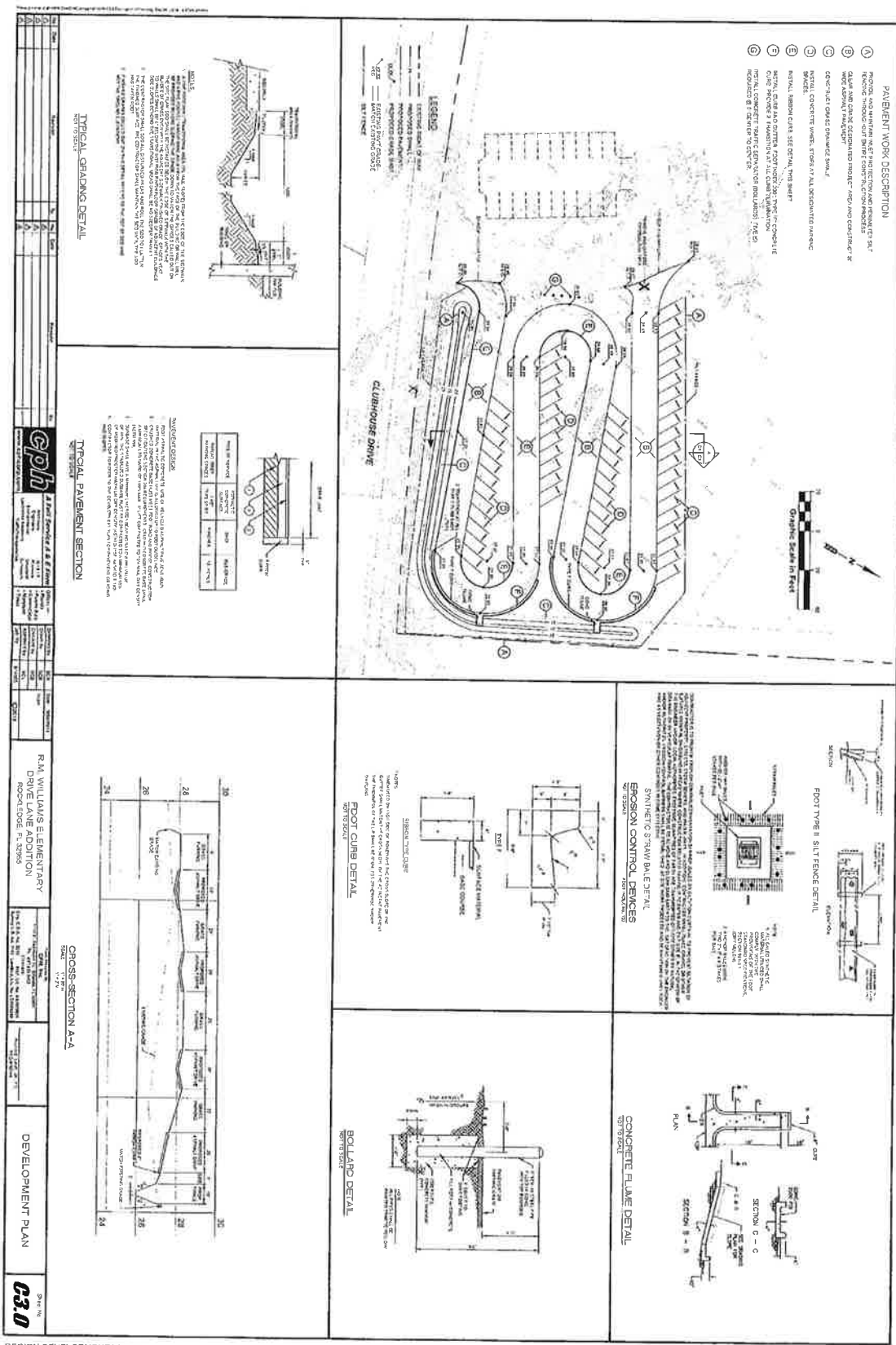
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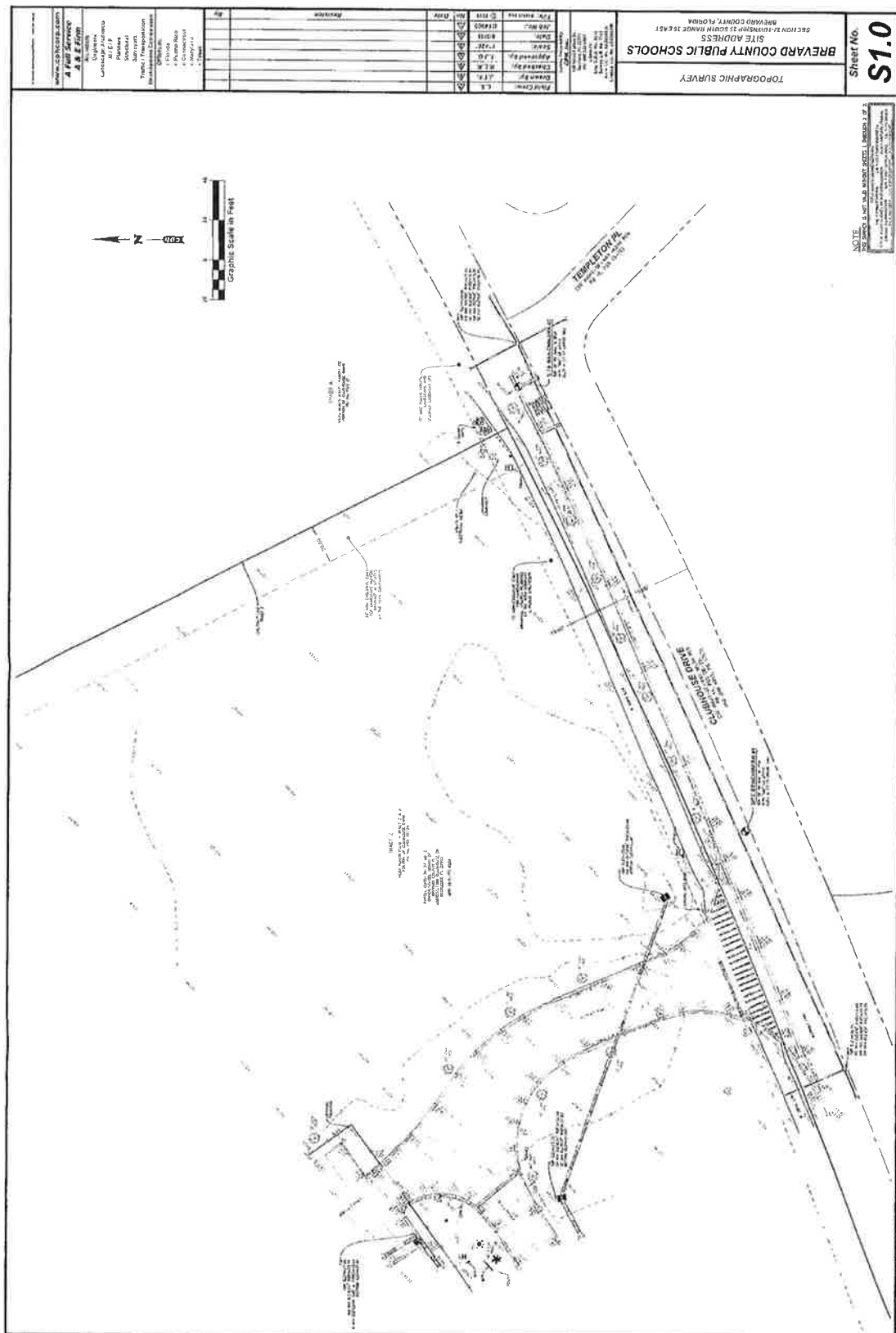
  
Assistant County Attorney











**Deborah Thomas**

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**From:** Scott, Jeanette <Jeanette.Scott@brevardfl.gov>  
**Sent:** Monday, September 14, 2020 2:46 PM  
**To:** Deborah Thomas  
**Subject:** Item F.3 from 4/21/2020 meeting re: Interlocal Agreement with School Board  
**Attachments:** Williams-Car-Loop-BOCC-APV-20200421.pdf; Williams-Car-Loop-ILA-Recorded.pdf

Deborah,

As requested in the Clerk's Memo, please find attached the executed, recorded Interlocal Agreement for item F.3 from the 4/21/2020 Board meeting.

Thank you,  
Jeanette Scott  
Public Works Department  
Contracts Administrator  
2725 Judge Fran Jamieson Way, Room A-201  
Viera, FL 32940  
321-617-7202  
Extension 58316

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## **INITIAL CONTRACT REVIEW AND APPROVAL FORM**

### **SECTION I - GENERAL INFORMATION**

<b>1. Contractor:</b>	
<b>2. Fund/Account #:</b>	<b>3. Department Name:</b>
<b>4. Contract Description:</b>	
<b>5. Contract Monitor:</b>	<b>7. Contract Type:</b>
<b>6. Dept/Office Director:</b>	

### **SECTION II – REVIEW AND APPROVAL TO ADVERTISE**

<u>COUNTY OFFICE</u>	<u>APPROVAL</u> <u>YES</u> <u>NO</u>	<u>SIGNATURE</u>
User Agency		_____
Risk Management		_____
County Attorney		_____

### **SECTION III – REVIEW AND APPROVAL TO EXECUTE**

<u>COUNTY OFFICE</u>	<u>APPROVAL</u> <u>YES</u> <u>NO</u>	<u>SIGNATURE</u>
User Agency		_____
Risk Management		_____
County Attorney		_____

### **SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST**

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