

Meeting Date
August 18, 2015



AGENDA	
Section	Consent
Item No.	II.A.4

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval RE: Interlocal Agreement with the City of Cocoa Pertaining to Signage in the County Right-of-Way – District 2 (Fiscal Impact: None)
DEPT/OFFICE:	Public Works Department – Finance and Contracts Administration

Requested Action:
 It is requested that the Board of County Commissioners approve and authorize the Chairman to execute the Interlocal Agreement with the City of Cocoa pertaining to directional signage located in the County right-of-way.

Summary Explanation & Background:
 The City of Cocoa has requested a permit from the County to install one directional sign to identify the Grissom Business and Industrial Area as depicted on Exhibit “B” in the County right-of-way located on East Industry Road. During the term of the Interlocal Agreement, the City shall install, maintain, and repair the Grissom Business and Industrial Area sign. Furthermore, the City shall adhere to the conditions of Permit #15RW00534.
 Additionally, the City has requested an after-the-fact permit for an existing directional “Welcomes You” sign as depicted on Exhibit “D” within the County right-of way located on Grissom Parkway. The City desires to bring this sign into compliance with the issuance of the after-the-fact permit. During the term of the Agreement, the City shall maintain and repair the “Welcomes You” sign. Additionally, this existing signage is subject to the conditions of Permit #15RW00625.
 The initial term of the Agreement shall be ten years from the effective date. Thereafter, the term of the Agreement shall be automatically extended for terms of one year each unless either party decides to terminate. Upon termination of the Interlocal Agreement, the City shall be required to remove the signage from the County right-of-way upon written request of the County.
 The City agrees that it will indemnify and hold harmless the County, to the extent permitted by law, from any and all liability, claims, damages, expenses, proceedings, and causes of action of any kind arising out of or connected with the signage located in the County right-of-way.
 Fiscal Impact: FY 14/15/16 - None
 City of Cocoa is responsible for the installation, maintenance, and repair of the signage.

Clerk to the Board Instructions: Please return 4 fully executed Interlocal Agreements with Exhibits to the Public Works Department

Exhibits Attached: Interlocal Agreement with Exhibits (5 originals)

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



**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

BREVARD COUNTY BOARD

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: Interlocal Agreement with the City of Cocoa - Signage	
5. Contract Monitor: Jeanette Scott	6. Mail Stop #: 81
7. Dept./Office Director: Public Works / John P. Denninghoff	8. Contract Type: Use Agreement
ACTION DATE: 8/4/15 for 8/18/15 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	✓	_____	JLJ	8/6/2015
Risk Management	✓	_____	EB	8/3/15
County Attorney	✓	_____		

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.



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

August 19, 2015

MEMORANDUM

TO: John Denninghoff, Public Works Director

RE: Item II.A.4., Interlocal Agreement with the City of Cocoa Pertaining to Signage in the County Right-of-Way

The Board of County Commissioners, in regular session on August 18, 2015, executed Interlocal Agreement with the City of Cocoa pertaining to directional signage located in the County right-of-way. Enclosed are four fully-executed Interlocal Agreements.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk

Encls. (4)

cc: Contract Administration

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT, made and entered into 18 day of August, 2015 by and between the City of Cocoa, Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "CITY" 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 East Industry Road (Section 7, Township 24, Range 36) and a portion of Grissom Parkway (Section 1, Township 24 South, Range 35) have been dedicated to Brevard County, Florida (hereinafter referred to as the "Public Right-of-Way"); and

WHEREAS, the COUNTY owns the Public Right-of-Way; and

WHEREAS, the COUNTY 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 CITY desires to utilize a certain portion of the Public Right-of-Way for directional signage in accordance with Permit #15RW00534 and in accordance with after-the-fact Permit #15RW00625; respectively, and submitted by the CITY to the COUNTY; and

NOW THEREFORE, the COUNTY and CITY 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) Signage: The County hereby agrees to permit the CITY to install one directional sign as depicted on Exhibit "B", which is attached hereto and deemed fully incorporated herein by this reference, to identify the Grissom Business and Industrial Area within the Public Right-of-Way, generally depicted on EXHIBIT "A", which is attached hereto and deemed fully

incorporated herein by this reference. During the term of this Agreement, the City shall, at its expense, maintain and repair the sign and adhere to the conditions of Permit #15RW00534.

The County hereby agrees to permit, after the fact, the CITY's installation of one directional sign as depicted on Exhibit "D", which is attached hereto and deemed fully incorporated herein by this reference, as a "Welcomes You" sign within the Public Right-of-Way, generally depicted on EXHIBIT C", which is attached hereto and deemed fully incorporated herein by this reference. During the term of this Agreement, the City shall, at its expense, maintain and repair the sign and adhere to the conditions of the after-the -fact Permit #15RW00625.

Upon termination, the CITY shall be required to remove the signage from the Public Right-of-Way upon written request of the COUNTY.

- (4) Notices: All notices required under the agreement shall be in writing and delivered to the parties by United States mail, as follows:
- (a) CITY Representative
Matthew Fuhrer
Special Assistant to the City Manager
65 Stone Street
Cocoa, FL 32922
 - (b) COUNTY Representative
Tammy Thomas-Wood
Public Works Support Services Manager
2725 Judge Fran Jamieson Way, Building A-201
Viera, Florida 32940
- (5) Indemnification: The CITY agrees that it will indemnify and hold harmless the COUNTY, to the extent permitted by law, from any and all liability, claims, damages, expenses, proceedings, and causes of action of any kind and/or nature arising out of or connected with the said improvements in the Public Right-of-Way.

The CITY agrees that it will, at its own expense, defend any and all actions, writs, or proceedings which are brought against the COUNTY and which arise out of circumstances set out previously in this paragraph; and that it will satisfy, pay and discharge any and all judgments that may be entered against the COUNTY in any such actions or proceedings.

Nothing in this Agreement, express or implied, is intended to be nor shall be construed as a waiver or limitation of the CITY's or COUNTY's right to

sovereign immunity under Section 768.28, Florida Statutes or other applicable provision of law.

- (6) 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.
- (7) 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.
- (8) Severability: If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceable 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.
- (9) 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.
- (10) Effective Date: The effective date of this contract shall be the date on which the last signature required to execute this contract is attached.
- (11) Term Of Agreement: The initial term of this Agreement shall be 10 years from the Effective Date. Thereafter, the term of this Agreement shall be automatically extended for terms of one (1) year each unless either party notifies the other of its intent to terminate this Agreement not less than sixty (60) days prior to the expiration of then current term.
- (12) No Third Party Beneficiaries: This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement, express or implied, is intended to be nor shall be a conferring upon or giving any person or entity any right, remedy or claim by reason of this Agreement or any provisions or conditions hereof, including any provisions or conditions hereof that may be implied or suggested in equity, and only the express parties to this Agreement and their respective designated representatives, successors and assigns shall have any rights under this Agreement.
- (13) Applicable Law: This Agreement and the provisions herein shall be construed, controlled and interpreted according to the laws of Florida.
- (14). Binding Effect: Each party represents to the other it has undertaken all

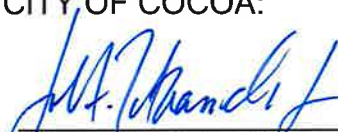
necessary actions to execute this Agreement and has the legal authority to enter this Agreement and to undertake all obligations imposed on it.


- (15). Recording: Upon execution of this Agreement, the COUNTY shall record a fully executed copy of this Agreement in the Public Records of Brevard County, Florida, and shall return a recorded copy of the Agreement to the CITY's City Clerk.
- (16). Venue: Any and all actions or proceedings arising out of or related to this Agreement or brought to enforce or interpret this Agreement, shall be brought exclusively and solely in the court of appropriate jurisdiction in Brevard County, Florida.
- (17). Construction Or Interpretation Of the Agreement: This Agreement is the result of bona fide arm's length negotiations between the parties and all parties have contributed substantially and materially to the preparation of the Agreement and were represented by counsel. Accordingly, this Agreement shall not be construed or interpreted more strictly against one party as against the other party.

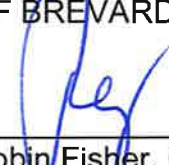
IN WITNESS WHEREOF, the parties hereto have set their hands and seals.


ATTEST:

City Clerk

CITY OF COCOA:

John Titkanich, City Manager
Date 8/11/15

ATTEST:

Scott Ellis, Clerk

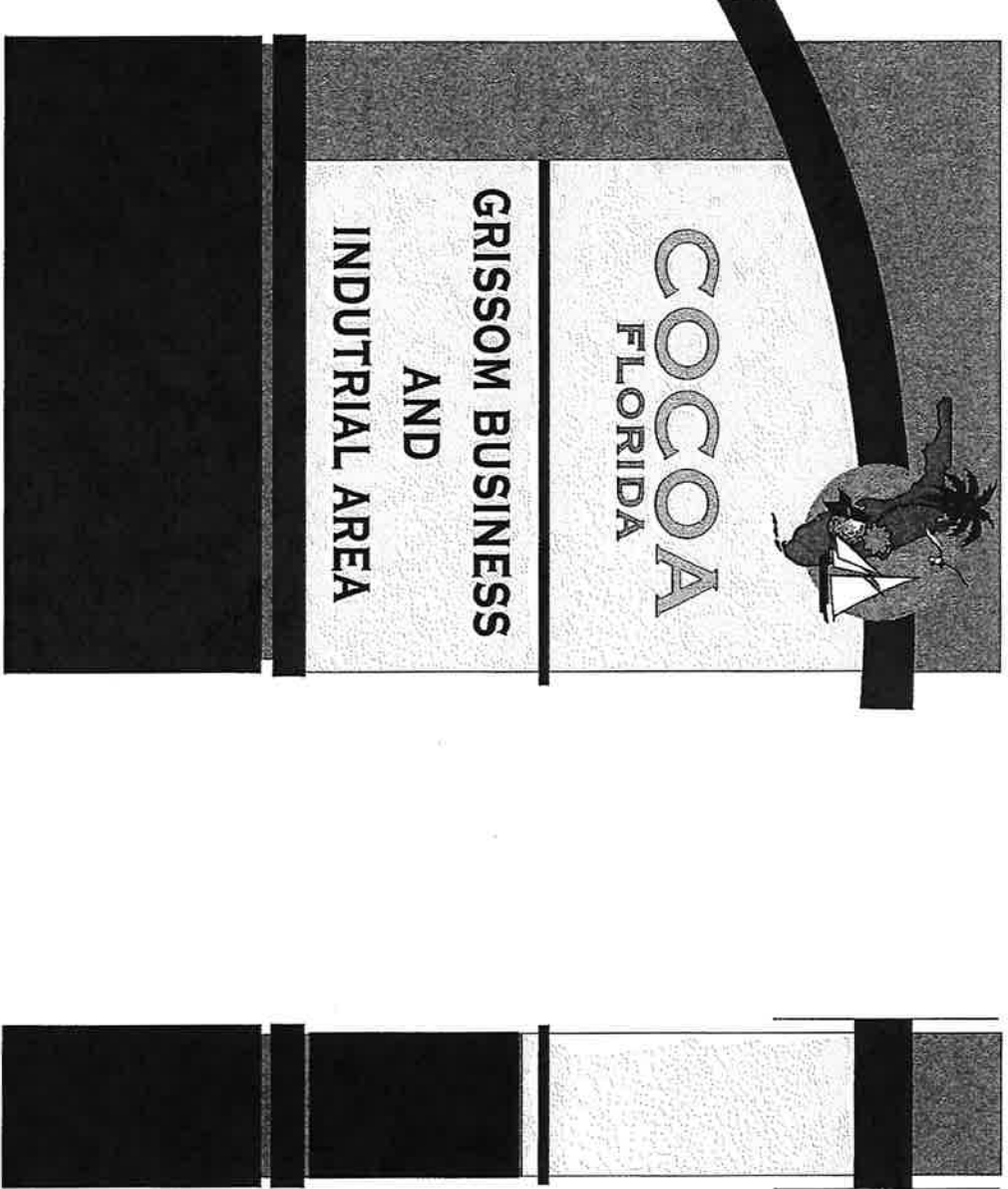
BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

Robin Fisher, Chairman
As approved by the Board on: 8/18/15

Reviewed for Legal Form and Content

Deputy County Attorney



Date : 05/11/2015 Scale : 1"=500' Proj. No.: 376817 Sheet No. 1 of 1	LOCATION MAP PREPARED FOR: CITY OF COCOA City of Cocoa, INDUSTRY ROAD SIGN Florida	Sec.: 7 Twp.: 24 SOUTH Rng.: 36 EAST Design by : - Drawn by : AJH Checked by : JBC	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">DATE</th> <th style="width: 50%;">REVISIONS</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	DATE	REVISIONS																				
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Bussen-Mayer Engineering Group
 100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
 PH. NO.: (321) 453-0010 FAX NO.: (321) 454-6885



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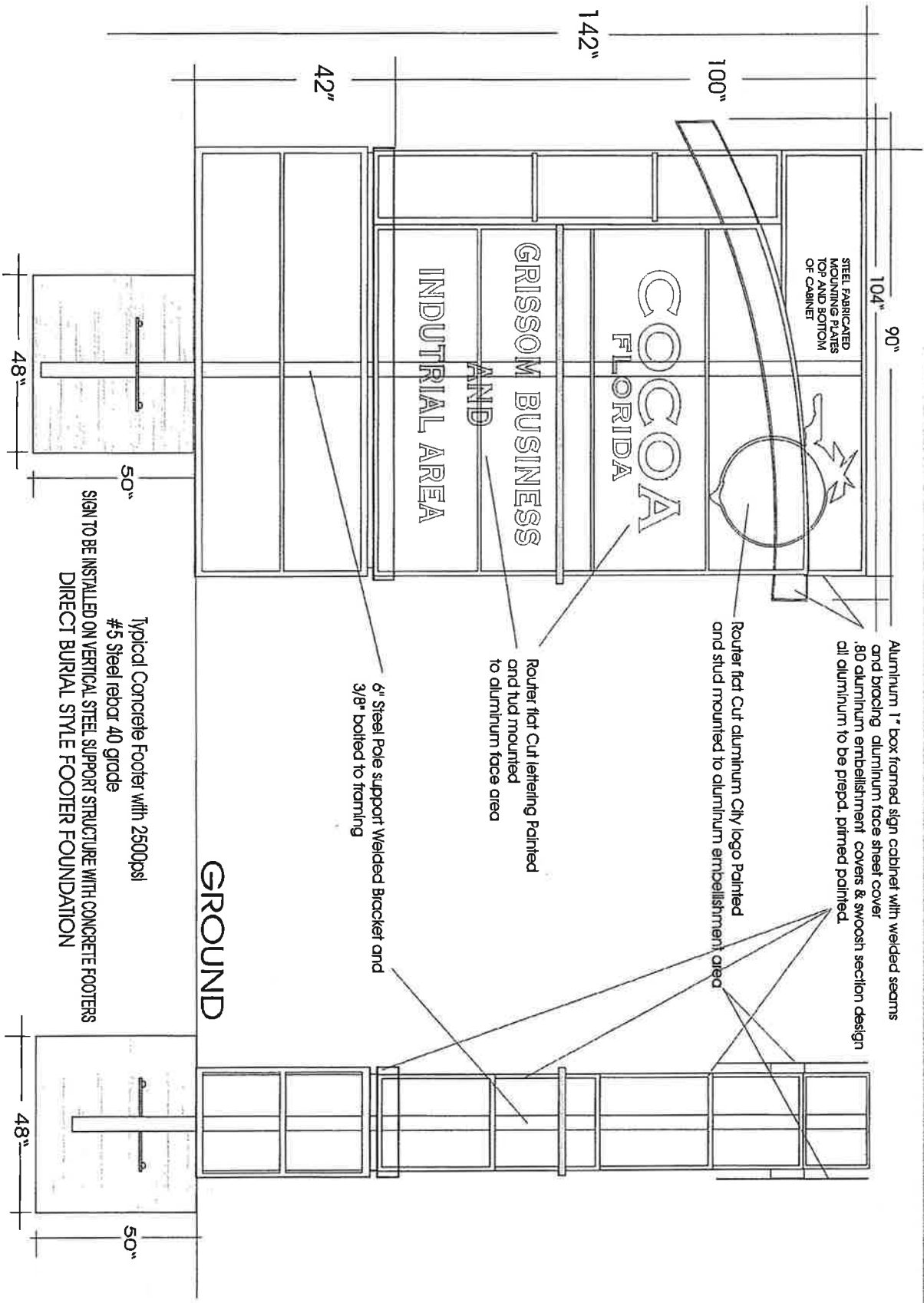


CUSTOMER	City Cocoa Grissom	DATE	UN LISTED #As Required
DESIGN BY	D Berry	SCALE	N=1S
DESIGN#	PO66200	REVISION	

CUSTOMER APPROVAL

DATE

BERRY SIGNS, INC. IS NOT RESPONSIBLE FOR PRIMARY ELECTRICAL CONNECTION OF SIGN
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CUSTOMER	City Cocoa Grissom	DATE	6/24/15
DESIGN BY	D Berry	LISTED # AS REQUIRED	
DESIGN#	PO66200	SCALE N:1'S	REVISION

ENGINEERING
Doug Czerwinski, P.E.
 4039 US Hwy. 1
 Rockledge, FL 32955
 FL PE #40088

THIS SIGN IS CERTIFIED FOR
 5th Edition (2014) Florida Building Code
 IMPORTANCE FACTOR 1
 INTERNAL PRESSURE COEFFICIENT 0.0 (OPEN)
 150mph / EXPOSURE C (Wind Load Design)

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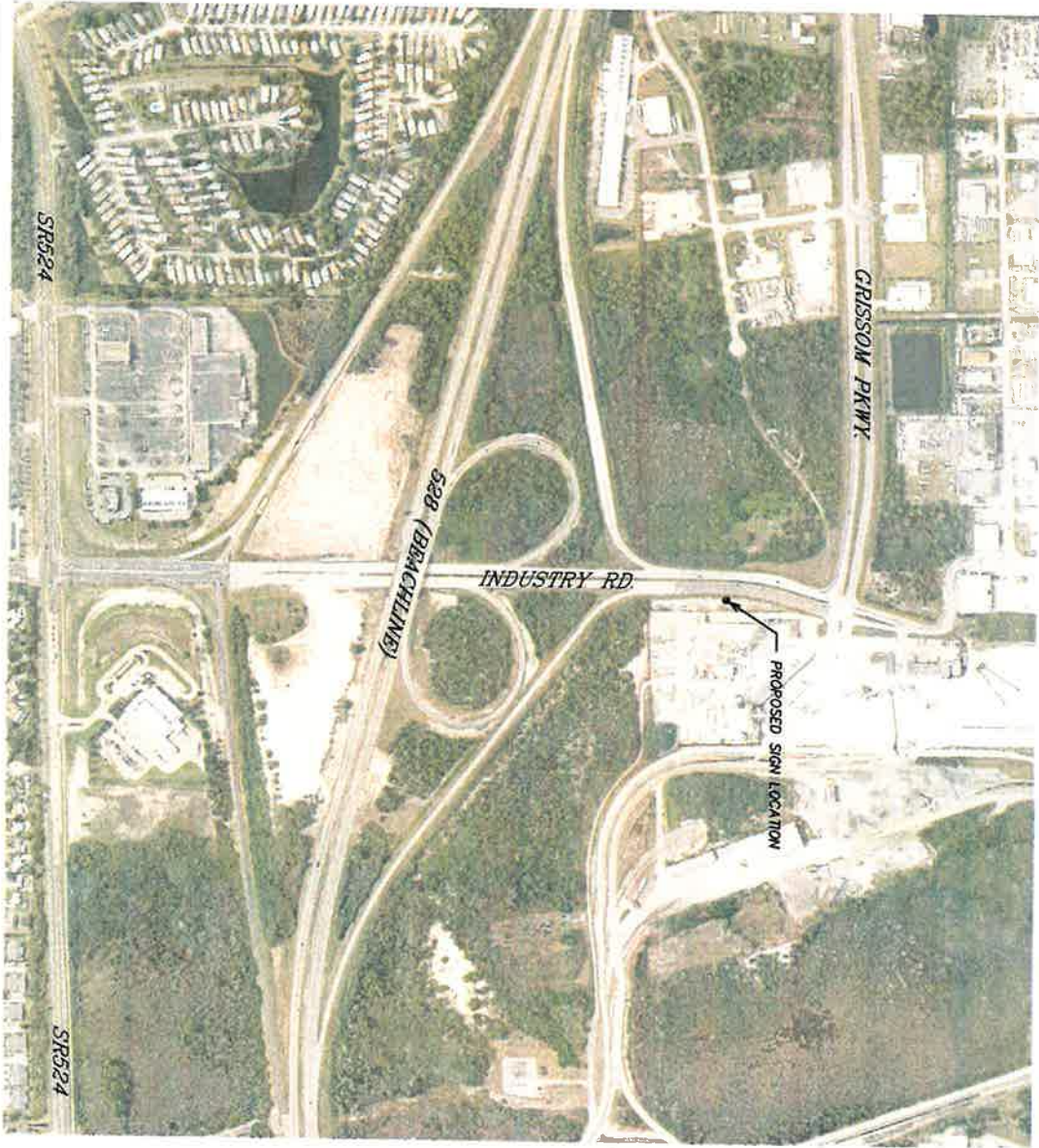
EXHIBIT C



EXHIBIT D



EXHIBIT "A"



LOCATION MAP PREPARED FOR: CITY OF COCOA INDUSTRY ROAD SIGN Florida		Checked by: JBC Drawn by: AJH Design by: --	Shee: 7 Twp: 24 SOUTH Rng: 36 EAST	DATE REVISIONS
Bussen-Mayer Engineering Group 100 FARWELL STREET • MERIDY ISLAND, FLORIDA 32903 PH. NO.: (321) 468-0010 FAX NO.: (321) 464-8880				
Date: 05/11/2015 Scale: 1"=500' Proj. No.: 376817 Sheet No. 1 of 1				