

Meeting Date
<b>March 21, 2017</b>



AGENDA	
Section	Consent
Item No.	<i>II.A.9.</i>

**AGENDA REPORT**  
*BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS*

SUBJECT:	Approval Re: Interlocal Agreement with the City of Melbourne Pertaining to the Utility Installation at Lake Washington Road, Melbourne – District 4 (Fiscal Impact: \$64,315.00 Funding Provided by the City of Melbourne)
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 Melbourne pertaining to the utility installation (water main) at the Lake Washington Road in Melbourne.

Summary Explanation & Background:

Public Works Road & Bridge Construction plans to construct stormwater improvements at Lake Washington Road in Melbourne. The City of Melbourne has notified the County that they desire to have a new utility installed in the right-of-way of Lake Washington Road during the County's construction of the stormwater improvements.

The cost estimate to install the City's new water main is \$64,315.00 as depicted in Exhibit "A". The City will deposit the funding for this work with the County within forty-five (45) days of issuance of the Notice to Proceed.

Performing the utilities work in conjunction with the stormwater improvements will help to alleviate inconvenience to citizens traveling in the project area. Additionally, this coordination between the City and the County will prevent unnecessary duplication of work effort and promote efficiency.

Fiscal Impact: FY 2016/2017 - There is no cost to Brevard County for this action. Funding for the utility installation will be provided by the City.

Clerk to the Board Instructions: Please contact Public Works to pick up the fully executed Interlocal Agreement (3 originals) for further action.

Exhibits Attached: Interlocal Agreement (3 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			



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 22, 2017

MEMORANDUM

TO: John Denninghoff, Public Works Director

RE: Item II.A.9., Interlocal Agreement with City of Melbourne for Utility Installation at Lake Washington Road, Melbourne

The Board of County Commissioners, in regular session on March 21, 2017, executed Interlocal Agreement with City of Melbourne pertaining to the utility installation (water main) at Lake Washington Road in Melbourne. Enclosed are three fully-executed Interlocal Agreements.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*for: Denna Scott*  
for: Tammy Rowe, Deputy Clerk

Encls. (3)

cc: Contracts Administration  
Utility Services Director

**INTERLOCAL AGREEMENT**  
**Washingtonia Water Main Extension City Project No. 30215**

This INTERLOCAL AGREEMENT, made and entered into 21 day of MARCH, 2017 by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and the City of Melbourne, Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "CITY"

**WITNESSETH:**

Whereas, the COUNTY plans to construct stormwater improvements on Lake Washington Road; and

Whereas, the CITY desires to have its utilities (water main) installed, hereinafter referred to as the PROJECT, as part of the COUNTY'S construction of the stormwater improvements; and

Whereas, to promote efficiency, to prevent unnecessary duplication of effort, and to prevent further inconvenience to the citizens of the City and COUNTY, the COUNTY will construct the PROJECT in conjunction with its construction of the applicable portion of the stormwater improvements ; and

Whereas, the CITY desires the COUNTY'S assistance in coordinating the construction of the PROJECT along the affected portion of roadway right-of-way and easements; and

Whereas, the construction of the PROJECT in conjunction with the COUNTY'S stormwater improvements shall mutually benefit the parties hereto and the residents of the COUNTY and CITY; 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. Project: The CITY and the COUNTY agree that the construction of the PROJECT shall be in conjunction with the stormwater improvements. The

PROJECT shall be performed by the COUNTY through Public Works, Road and Bridge Construction.

4. Approval of PROJECT Plans: The CITY shall have the opportunity to review and approve all plans and specifications of the PROJECT prior to any construction of the PROJECT being undertaken by the COUNTY. The COUNTY shall be responsible for ensuring that any PROJECT plans which are submitted to the CITY shall be submitted in a timely fashion. Whenever PROJECT plans are submitted to the CITY for review, the CITY shall return said plans in "marked up" form and/or provide comments to the COUNTY within fourteen (14) calendar days. If the CITY does not return the "marked up" PROJECT plans and/or comments within fourteen (14) calendar days, the plans will be considered approved by the CITY and the COUNTY shall continue with the PROJECT using its best judgment.
5. Financial Contribution to the PROJECT: The CITY shall deposit funds with the COUNTY, within 45 days of Notice to Proceed of the PROJECT, in the amount of the PROJECT Cost Estimate of \$64,315.00, as depicted on Exhibit "A", which is attached hereto and deemed fully incorporated herein by this reference.
6. CITY's Separate Financial Responsibility: The CITY shall be financially responsible for any and all costs in excess of the PROJECT Cost Estimate, Exhibit "A" for the construction of the PROJECT; and any additional engineering costs, permit costs/fees, contractor supervision, technical services incurred as a result of the construction of the PROJECT, and any potential right-of-way acquisition. The CITY shall have 14 days to review any increased costs or fees in excess of the PROJECT Cost Estimate for the construction of the PROJECT. The CITY has the right to refuse any costs that it deems inappropriate and provide that portion of the PROJECT itself. Nothing herein shall release the CITY from financial responsibility for payment of costs incurred by the COUNTY as a result of construction of the PROJECT described herein.
7. Lead Agency: The CITY agrees that COUNTY shall be the lead agency to perform all work on the PROJECT. The COUNTY shall have the authority to enter into appropriate contract (s) with contractor (s) to perform work on the PROJECT in compliance with Florida Statutes.
8. Review Meetings: The CITY shall have the right to have a representative present at any construction site meetings which shall be set at such time and place as the COUNTY deems appropriate. The COUNTY shall provide three (3) days advance notice of date, time, and location unless an emergency meeting is required, in which case all best efforts shall be made to contact the CITY's designated representative on the PROJECT.



9. 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

Jennifer Spagnoli, Utilities Engineer  
City of Melbourne Public Works  
900 E. Strawbridge Avenue  
Melbourne, FL 32901

b. COUNTY Representative

Tammy Thomas-Wood  
Public Works Support Services Manager  
2725 Judge Fran Jamieson Way, Bldg. A-201  
Viera, Florida 32940

10. Final Approval: The CITY shall approve the construction of the PROJECT if the work is in substantial compliance with the plans previously approved by the CITY and provided to the COUNTY. The CITY shall not unreasonably withhold final approval.

11. Precedence: The COUNTY and the CITY agree that the COUNTY'S stormwater improvements have precedence over the PROJECT.

12. Repairs and Maintenance: Upon acceptance of the PROJECT by the CITY, the CITY shall thereafter maintain the utilities and make all necessary changes, repairs and replacements to such utilities and any improvements to it. Upon acceptance by the CITY, the COUNTY shall have no further responsibility for any further construction or modifications/changes or maintenance/repair of the utilities.

13. Responsibilities: Contractor Indemnity and Insurance

(a) To the extent permitted by law, the CITY agrees to indemnify and hold harmless the COUNTY from the any and all liability and/or claims of any kind arising out of the CITY'S own negligence. To the extent permitted by law, the COUNTY agrees to indemnify and hold harmless the CITY from any and all liability and/or claims of any kind arising out of the COUNTY'S own negligence.

(b) Nothing in this Agreement, express or implied, is intended to be, or shall be, construed as a waiver or limitation of the COUNTY'S or the CITY'S right to sovereign immunity under Section 768.28, Florida Statutes or other applicable provisions of law.

(c) The COUNTY shall require any third party contractor performing work referenced in the Agreement including, but not limited to the work required to complete the PROJECT, to maintain general liability insurance with at least one million dollars (\$1,000,000.00) of insurance coverage. The

COUNTY shall require any such third party contractor (s), in the construction contract, to indemnify and hold harmless the COUNTY and the CITY from and against any claims, liability, damages, expenses, proceedings, judgements, and causes of action of any kind and/or nature arising out of or connected with the third party contractor's performance of work contemplated by the Agreement ("Claims"). In additions, the third party contractor shall, prior to commencing any work under the construction contract, provide a current certificate of insurance and endorsement listing the COUNTY and the CITY as additional named insureds under the general liability policy to cover any such Claims.

14. 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.
15. 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.
16. 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.
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.
18. Effective Date: The effective date of the Agreement shall be the date on which the last signature required to execute this Agreement is affixed.
19. 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 or shall be construed as 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.
20. Applicable Law: This Agreement and the provisions herein shall be construed, controlled and interpreted according to the laws of Florida.
21. 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.

22. Recording: Upon execution of the Agreement, the CITY shall record a fully executed original of this Agreement in the Public Records of Brevard County, Florida, and shall return a recorded Agreement to the COUNTY.

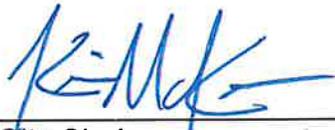
23. Venue: Venue for any action brought by any party to this agreement to interpret, construe or enforce this agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

24.

25. Termination Clause: The COUNTY or the CITY shall have the right to terminate this Agreement by upon thirty (30) days' written notice as provided in paragraph (9). However, paragraphs (5) and (6) of this Agreement shall be adhered to in so far as the CITY shall compensate the County for any portion of the PROJECT that has been completed pursuant to this Agreement prior to any termination.

IN WITNESS WHEREOF, we have set our hands and seals.

ATTEST:



City Clerk  
Kevin McKeown  
Assistant City Clerk

CITY OF MELBOURNE:



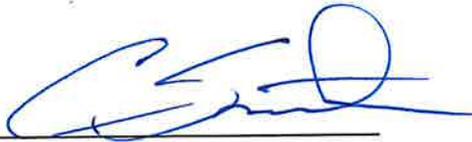
Michael A. McNees, City Manager  
Date 2-24-17  
As approved by Council on 2/14/17

ATTEST:



Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA



Curt Smith, Chairman  
As approved by the Board on: 3/21/17

Reviewed for Legal Form and Content

  
Assistant County Attorney

**Public Works Construction**  
 2725 Judge Fran Jamieson Way  
 Building A - Room 201  
 Viera, FL 32940



**Job Estimate**

Date	Estimate #
2/13/2017	309

<b>Name / Address</b>
Melbourne, City of 900 East Strawbridge Avenue Melbourne, FL 32901

<b>Project</b>	<b>P.O. No.</b>	<b>Rep</b>
Melbourne Water Line on Lk. Washington		BB

Item	Description	Unit Ms	Qty	Cost	Total
101-1	MOBILIZATION	LS	1	1,520.00	1,520.00
101-1-3	CONSTRUCTION LAYOUT & AS-BUILTS	LS	1	2,000.00	2,000.00
1080-11203	UTILITY FIXTURES, F&I 18" x 12" TAPPING SLEEVE/VALVE, REVERSE TAP W/2 EA 90 BENDS	LS	1	18,915.00	18,915.00
1080-11304	UTILITY FIXTURES, F&I, 12" GATE VALVE ASSEMBLY W/BOX	EA	1	2,900.00	2,900.00
1050-11925	UTILITY PIPE, F&I, SPECIAL MATERIAL, SDR 11 HDPE BS DIPS DIRECTIONAL BORE	LF	250	123.00	30,750.00
1055-1	WATERMAIN FITTINGS 14" x 12" REDUCER & 2" BLOWOFF ASSEMBLY	LS	1	5,455.00	5,455.00
1050-11223	UTILITY PIPE, F&I, PVC, WATER / SEWER, 12" C900 PVC	LF	30	54.50	1,635.00
110-4	REMOVAL AND REPLACEMENT OF EXISTING CONCRETE SIDEWALK	LS	1	1,140.00	1,140.00

**APPROVAL FOR PAYMENT**

**FUND / COST CENTER    GENERAL LEDGER    INTERNAL ORDER**  
 IF THIS ESTIMATE MEETS YOUR APPROVAL PLEASE SIGN BELOW AND EMAIL BACK TO  
 bruce.black@brevardcounty.us OR INITIATING PARTY. THIS IS NOT A BILL

**Total**                      \$64,315.00

\_\_\_\_\_  
 SIGN HERE                                      DATE

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

Item II.A.9.  
Additional pg.

**INITIAL CONTRACT FORM**

**SECTION I - The following information must be completed on all new contracts submitted to the Board.**

<b>1. Contractor:</b>	
<b>2. Fund/Account #:</b>	<b>Department Name:</b> Public Works
<b>4. Contract Description:</b> Interlocal Agreement with City of Melbourne re: Washingtonia Water Main Extension	
<b>5. Contract Monitor:</b> Jeanette Scott	<b>6. Mail Stop #:</b> EXT 52853
<b>7. Dept./Office Director:</b> John P. Denninghoff	<b>8. Contract Type:</b> Intergovernmental (Local)
<b>ACTION DATE:</b> 30 days from entry	<b>ACTION REQUIREMENT:</b> Need complete data

**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	✓		[Signature]	3-10-17
Risk Management				
County Attorney	✓		[Signature]	3/10/17

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

**SECTION III - CONTRACT MANAGEMENT DATABASE CHECKLIST**

<b>DATABASE REQUIRED FIELDS</b>	<b>Complete</b> ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund and GL 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 renew	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in database (Initial Contract Form with County Attorney/Risk Management Approval; Signed/Executed Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>
<b>Note:</b> Insurance Certificates uploaded under collapsible/expandable <u>Monitor Bar Section</u> Change Order/Task Order uploaded under collapsible/expandable <u>Monitor Bar Section</u> Contract Renewal documents uploaded under collapsible/expandable <u>Renewal /Bar Section</u>	

ORIGINAL  
FOR CLERKS  
office  
3 copies

**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, Executed/Attested Contract to department for contract to be entered and uploaded into the Contract Management System. See AO-29 for additional information.

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