



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.7.

4/6/2021

Subject:

Approval, Re: Interlocal Agreement with the City of Satellite Beach, re: Bus Shelters and Benches (District 4)

Fiscal Impact:

\$330,000 from Federal Transit Administration Capital Funds (4136/363426)

Dept/Office:

Transit Services

Requested Action:

It is requested that the Board of County Commissioners approve and authorize the Chair to sign an Interlocal Agreement with the City of Satellite Beach for the purpose of providing, installing and maintaining Bus Shelters and Benches.

Summary Explanation and Background:

Space Coast Area Transit and the City of Satellite Beach have been working over the past several years to create a partnership to provide and maintain Bus Shelters and Benches in the City of Satellite Beach.

Space Coast Area Transit receives Federal Capital Grants for the purchase and installation of bus shelters and benches, however, the cost for maintenance upkeep are not eligible expenses. Therefore, Space Coast Area Transit has formed partnerships with several municipalities and agencies where the Transit Department funds the purchase of the shelters and benches through Federal Capital Grants and the municipal covers the maintenance and general upkeep costs of these bus stops.

Transit staff and City staff have analyzed the bus stops that are within the City and have selected five locations, a copy of the map is attached:

- Crotty Park
- Pelican Beach Park
- Wells Fargo / Walgreens
- Hightower Beach Park
- Shearwater Parkway

These sites were selected due to the design specifications, space limitations, right of way needs and potential

passenger utilization; another major decision is the accessibility to both the transit shelter and transit services.

The City of Satellite Beach approved this Interlocal Agreement at their Council Meeting on March 17, 2021.

Currently Space Coast Area Transit has existing agreements for areas in which shelters were installed with three cities within Brevard County; Titusville, West Melbourne, and Rockledge. With the most recent shelter install projects the County also has executed agreements with the Viera Transportation Management Association Inc. and the Merritt Island Redevelopment Agency.

Clerk to the Board Instructions:

Two sets of the Agreement will need to be executed and returned to Transit Services.



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

Telephone: (321) 637-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

April 7, 2021

M E M O R A N D U M

TO: Terry Jordan, Interim Transit Services Director

RE: Item F.7., Approval of Interlocal Agreement with the City of Satellite Beach, Re: Bus Shelters and Benches

The Board of County Commissioners, in regular session on April 6, 2021, approved and authorized the Chair to sign an Interlocal Agreement with the City of Satellite Beach for the purpose of providing, installing, and maintaining bus shelters and benches. Enclosed are two fully-executed Agreements.

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

A handwritten signature in cursive script, reading "Kimberly Powell".

Kimberly Powell, Clerk to the Board

/sm

Encls. (2)

cc: County Attorney
County Manager
Finance
Budget

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into this _____ day of _____, 2021 by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the CITY OF SATELLITE BEACH, FLORIDA, a Florida Municipal Corporation, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the County has the authority to provide written authorization to a qualified entity for installing and operating Transit Shelters and/or Benches at designated stops on official bus routes pursuant to Florida Statute 337.408; and

WHEREAS, the County desires to enter into an Agreement with the City to install and maintain Transit Shelters and Benches, as identified in Attachment "A," a copy of which is attached hereto and incorporated by this reference; and

WHEREAS, the City has secured property and locations for Transit Shelters and/or Benches for use within the City of Satellite Beach in compliance with rules set forth in Florida Administrative Code 14-20 and §§337.408 and 337.409, Florida Statutes; and

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

SECTION 1. PURCHASING AND LOCATION: As funding permits, the County does hereby agree to provide Transit Shelters and Benches for locations at mutually agreed upon and designated stops on official bus routes within the City. Initial locations are contained in Attachment "A." The County will fund the purchase and installation of those Shelters listed in Attachment "A." Purchasing of these Transit Shelters and/or Benches by the County will be in accordance with Federal Transit Administration and County purchasing guidelines.

SECTION 2. MAINTENANCE OF SHELTERS AND BENCHES: The City agrees to provide general cleaning, maintenance and trash removal for each Transit Shelter and/or Bench, identified in Attachment A and any mutually agreed upon Transit Shelters and/or Benches installed in the future, including labor costs associated with repair of items located on and in the Transit Shelters and/or Benches. The County agrees to provide repair parts and materials to the City for repairs to the Transit Shelters and/or Benches, identified in Attachment "A" and future mutually agreed upon Transit Shelters and/or Benches, as well as any replacement parts needed as a result of any accident or casualty, specifically including, but not limited to, acts of nature. The County shall make all reasonable efforts to provide all repair and replacement parts and materials

to the City within 90 days of written request by the City. If the County is unable to provide the repair parts and materials within 90 days of the written request by the City, the City may prohibit the use of any Transit Shelter and/or Bench until such parts and materials are provided by the County. Further, if the County fails to provide the required parts and materials for repairs/ replacement within 90 days of the City's written request, the City may terminate this Agreement as it relates to that Transit Shelter and/or Bench, and require the County to remove that Transit Shelter and/or Bench and remove all electrical connections associated with that Transit Shelter and/or Bench. If the County, with due diligence, ordered the required parts and materials for repairs/replacement and the delay is not the result of any action/inaction on the part of the County, the parties may agree to a reasonable extension not to exceed 45 days within which the County shall perform its obligations. If the City removes any Transit Shelter and/or Bench, and the associated electrical components upon failure of County to do so as required herein, the City shall be reimbursed for the expenses of removal by the County pursuant to the Florida Prompt Payment Act if the County fails to remove same within 60 days of notice from the City requesting removal.

The City shall post a contact telephone number on or near the Transit Shelters and/or Benches for reporting of cleanliness issues.

Transit Shelters and/or Benches may be removed from the locations set forth in Attachment "A", or placed at locations within the City other than as set forth in Attachment "A", by written agreement approved by the City Manager on behalf of the City and by the County Manager or Designee on behalf the County. If the parties cannot mutually agree on the removal or relocation of a Transit Shelter and/or Bench the City may remove or relocate a Transit Shelter and/or Bench. The City shall be reimbursed by the County for the removal of any Transit Shelter and/or Bench, and all payments shall be made pursuant to the Florida Prompt Payment Act, §218.70, Florida Statutes, *et seq.*

SECTION 3. SHELTER/BENCH DESIGN: Transit Shelters and/or Benches size, shape, configuration and location of each and every shelter/bench shall be subject to approval by the County. Approved design will be based upon mutually agreed requirements and specifications identified by the County and City. Design, plans and specifications for, and erection of shelters and benches shall be in accordance with provisions outlined under paragraphs 14-20.001 through 4-20.005 of the *Florida Administrative Code (FAC)* and Sections 337.408 and 337.409 of the *Florida Statutes*.

SECTION 4. SHELTER/BENCH INSTALLATION: The County and City shall comply with all applicable state, federal, and local laws, ordinances, rules and regulations in the construction, erection, installation and maintenance of the Transit Shelters and Benches, including without limitation, permitting. Installation is inclusive of all site planning, the pouring of concrete or pavement slabs for the purpose of providing a foundation for the Transit Shelters and Benches and construction of the Transit Shelters and Benches, in accordance with the vendor's installation specifications.

The County will provide funding for the purchase and installation, as well as repair and replacement parts and materials for each Transit Shelter and/or Bench location, as identified in Attachment "A." For any work performed by the City on behalf of the County for those locations listed in Attachment "A", the City will invoice the County the mutually agreed upon costs associated with these actions. The County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes, et. seq.

SECTION 5. TERM AND USE: Each and every Transit Shelter and/or Bench installed and operated under this Agreement within the City shall be available to the general public on a gratis basis; provided, that the City may install devices to restrict sleeping in or on shelters, preclude the use of shelters by the general public during certain hours of the day, number of times per day, or when the shelters are in need of, or under repair or during any City declared State of Emergency(ies).

The term of this Agreement is for a period of ten (10) years. Either party may terminate this Agreement for any reason. In the event either party elects to terminate this Agreement, the terminating party shall give written notice of termination at least sixty (60) days prior to desired termination. In the event of Agreement termination, the County will be responsible for the costs associated with the removal of the Transit Shelter and/or Bench structure.

SECTION 6. SIGNAGE: Signs, messages, and advertising in any form shall be prohibited on all Transit Shelters and/or Benches, unless otherwise authorized by this Agreement. All signs, messages, and advertising shall be approved by both the County Manager, or designee, and the City Manager, or designee.

SECTION 7. UTILITIES: The City agrees to pay all charges for the electrical utility lighting costs for the Transit Shelters and Benches listed in Attachment A, after initial utility installation and connection, and any future mutually agreed upon Transit Shelter and Bench.

SECTION 8. DAMAGE: The County agrees to repair, replace, and/or reimburse the City for any and all damages caused to property and equipment owned by the City and resulting from the action of County employees. The County shall cause such repair, replacement and/or reimbursement to occur within a reasonable amount of time thereby affording no undue hardship to the City.

The City agrees to repair, replace, and/or reimburse the County for any and all damages caused to property and equipment owned by the County and resulting from the action of City employees. The City shall cause such repair, replacement and/or reimbursement to occur within a reasonable amount of time thereby affording no undue hardship to the County.

SECTION 9. ATTORNEY'S FEES AND COSTS: In the event of any litigation between the parties arising out of this contract, each party will bear its own attorney's fees and costs.

SECTION 10. SEVERABILITY: If any section, paragraph, sentence, clause, phrase, or word of this Agreement is, for any reason, held by a Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Agreement.

SECTION 11. HOLD HARMLESS/INDEMNIFICATION: The City, to the extent permitted by law, agrees to fully indemnify, defend, and hold the County, its elected officials, and its officers, agents, and employees harmless against any claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use resulting there from, including attorneys fees and court costs, arising out of this Agreement, or any services provided by the City pursuant to this Agreement, if such claims are as a result of the City's sole negligence.

The County, to the extent permitted by law, agrees to fully indemnify, defend, and hold the City, its elected officials, and its officers, agents, and employees harmless against any claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use resulting there from, including attorneys fees and court costs, arising out of this Agreement, or any services provided by the County pursuant to this Agreement, if such claims are as a result of the County's sole negligence.

In agreeing to this provision neither party intends to waive any defense or limited of sovereign immunity to which it may be entitled under Section 768.28, Florida Statutes or otherwise provided. The parties acknowledge specific consideration has been exchanged for this hold harmless/indemnification provision.

SECTION 12. EFFECTIVE DATE: This Agreement shall be effective upon signing of both parties.

SECTION 13. JURISDICTION, VENUE, AND CHOICE OF LAW: All questions pertaining to the validity and interpretations of the Agreement shall be determined in accordance with the Laws of the State of Florida. Any legal action by either party against the other concerning the Agreement shall be filed in Brevard County, Florida, which shall be deemed proper jurisdiction and venue for the action.

SECTION 14. AUDITING, RECORDS AND INSPECTIONS: In the performance of this Agreement, the City and County shall keep books, records and account of all activities related to the Agreement, in compliance with generally accepted accounting procedures. Books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by authorized representatives of both entities for a period of three (3) years after termination of this Agreement. All books, records, and accounts related to the performance of this

Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

SECTION 15. INDEPENDENT CONTRACTOR: The City and County are independent contractors under this Agreement. Service provided by City pursuant to this Agreement shall be subject to the supervision of City and services provided by County pursuant to this Agreement shall be subject to the supervision of County. In providing such services, the City, its officers, employees, or agents are not authorized to and shall not act as officers, employees or agents of the County and the County, its officers, employees or agents are not authorized to and shall not act as officers, employees, or agents of the City. This Agreement shall not constitute or make the parties hereto a partnership or joint venture.

SECTION 16. E-VERIFY SYSTEM: The City 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 City during the term of the contract; and shall expressly require any contractor or subcontractor performing work or providing services pursuant to the County Agreement 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 subcontractor during the contract term. Contained in Attachment "B" is the *Confirmation of E-Verify Participation Form* to be executed.

SECTION 17. ASSIGNMENT: Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party without the written consent of the other party.

SECTION 18. ENTIRE AGREEMENT: This Agreement, including the exhibits, riders and/or addenda, if any attached hereto, sets forth the entire Agreement between the parties. This Agreement shall not be modified except in writing and executed by all parties. This Agreement shall not be modified except in writing and executed by all parties, and recorded in the Public Records of Brevard County, Florida as maintained by the Clerk of Court. Recordation shall be at the expense of the County. This Agreement was negotiated by both parties hereto. Consequently, no provision shall be more harshly interpreted against either party hereto as drafter of this Agreement.

SECTION 19. NOTIFICATION: Notification shall be sent to the following personnel and addresses:

Courtney H. Barker, City Manager
City of Satellite Beach
565 Cassia Blvd
Satellite Beach, FL 32937

Transit Director
Brevard County Transit Services
401 S. Varr Avenue
Cocoa, FL 32922

IN WITNESS WHEREOF, the party has hereto set their hands and seals the day and year first above written.

WITNESS:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

BY: Donna Scott

BY: Rita Pritchett
Rita Pritchett, Chair

Reviewed for legal format and Content

ATTEST:

By: Abigail Forrester Jorandby 3/29/2021
Abigail Forrester Jorandby, Deputy Co. Atty. Rachel M. Sadoff, Clerk
As approved by Board 4/6/21

ATTEST:

CITY MANAGER OF SATELLITE BEACH, FLORIDA

BY: Gwen Peirce
Gwen Peirce, City Clerk

BY: Courtney Barker
Courtney Barker, City Manager

IN WITNESS WHEREOF, the party has hereto set their hands and seals the day and year first above written.

WITNESS:

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____

BY: Rita Pritchett
Rita Pritchett, Chair

Reviewed for legal format and Content

ATTEST:

By: Abigail Forrester Jorandby 3/29/2021
Abigail Forrester Jorandby, Deputy Co. Atty. Rachel M. Sadoff, Clerk
As approved by Board 4/6/21

ATTEST:

CITY MANAGER OF SATELLITE BEACH,
FLORIDA

BY: Gwen Peirce
Gwen Peirce, City Clerk

BY: Courtney Barker
Courtney Barker, City Manager

ATTACHMENT A

BUS SHELTER AND/OR BENCH LOCATIONS

County Funded Bus Shelter and/or Bench Locations

1	Hightower Beach Park	
2	Michael Crotty Bicentennial Park	
3	Pelican Beach Park	
4	Wells Fargo Bank	
5	Shearwater Parkway	

ATTACHMENT B
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
CONFIRMATION OF E-VERIFY PARTICIPATION FORM

In accordance with BCC Policy 25 all vendors that conduct business with Brevard County are required to be registered with and utilize the U.S. Department of Homeland Security's E-Verify System in accordance with the terms governing use of the system.

1. The County shall not enter into, or renew, a contract for goods or services with a Vendor/contractor that is not enrolled into E-Verify. Any Vendor/contractor providing goods or services to the County shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the term of the contract.
2. Vendors/contractors shall provide acceptable evidence of their enrollment at the time of the submission of the vendor's/contractor's bid/quote/proposal. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business and/or a signed copy of this affidavit.
3. All vendors/contractors must meet this requirement unless:
 - a. The contract is solely for goods-based procurement where no services are provided; or
 - b. Where the requirement is waived by the Board of County Commissioners.
4. A vendor/contractor who registers with and participates in the E-Verify program may not be barred or penalized under BCC Policy 25(3)(V) if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.
5. Vendors/contractors shall expressly require any contractor or subcontractor performing work or providing services pursuant to the County 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 subcontractor during the contract term.
6. Nothing in BCC Policy 25(3)(V) may be construed to allow intentional discrimination of any class protected by law.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the BCC-25. This form is in conjunction with Brevard County's General Conditions, Unauthorized Alien Workers.

Business/Organization Name

Bid/RFP Number and Name

Authorized Representative's Signature

Date

Name

Position

Satellite Beach Bus Shelter Location Map

Bus Shelter Locations

-  Crotty Park
-  Pelican Beach Club
-  Walgreens Hightower
-  Beach Park
-  Shearwater Parkway

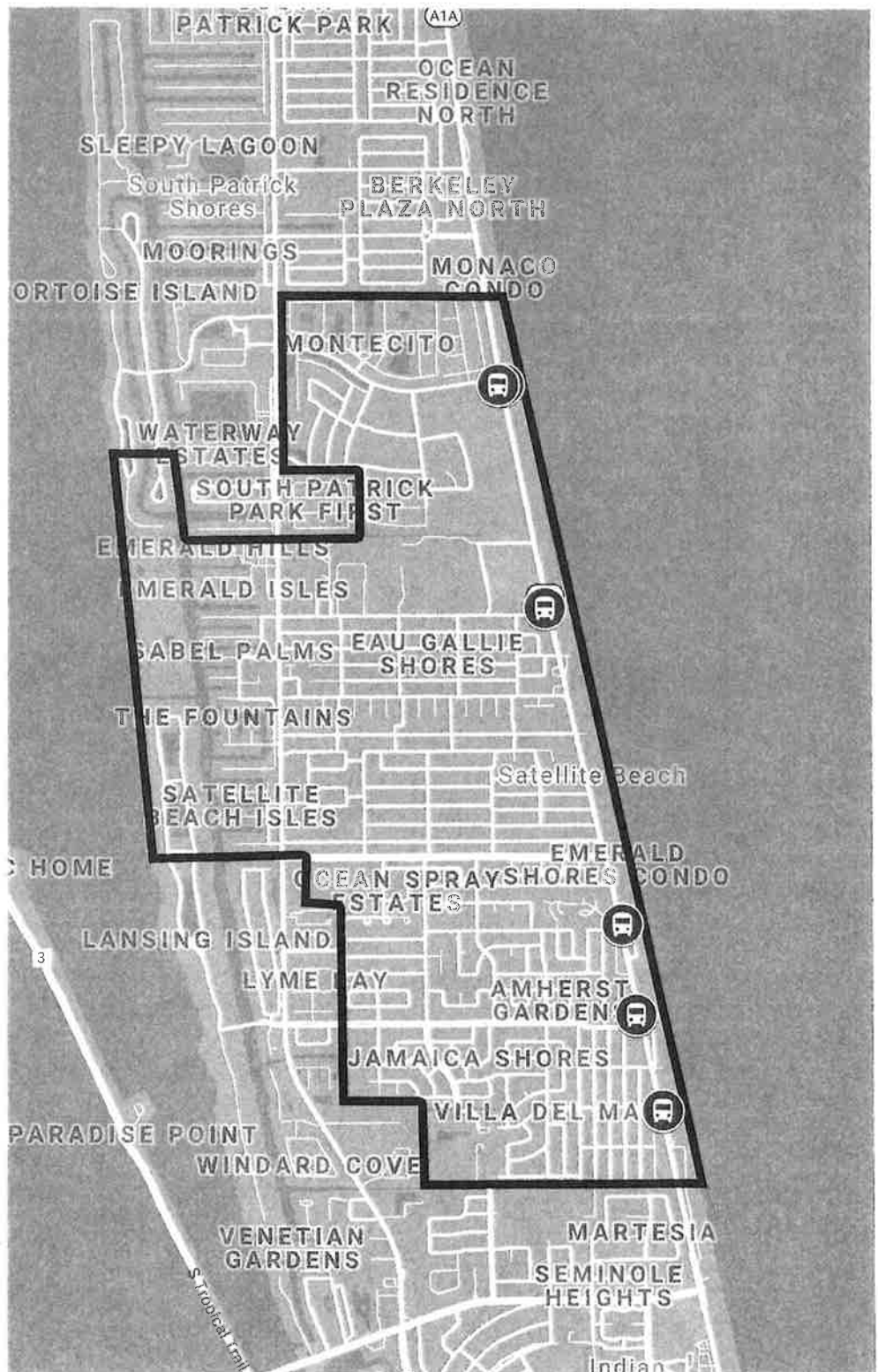
City Boundary



Satellite Beach City Boundary

This map serves as a quick reference guide for bus stop locations with covered shelters in the City of Satellite Beach. This map is not an official to-scale document.

Locations on this map are related to those identified by the City of Satellite Beach, the City's consulting engineer, and Space Coast Area Transit as detailed on the November 2019 Bus Stop Improvements Bid Set Plans.



**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: City of Satellite Beach		2. Amount:
3. Fund/Account #: 4136-363426	4. Department Name: Transit Services	
5. Contract Description: Interlocal Agreement - Bus Shelters		
6. Contract Monitor: Catherine Lively	8. Contract Type: INTERGOVT/LOCAL	
7. Dept/Office Director: Lance Parker/Manager of Ops/Maint		
9. Type of Procurement: Other		

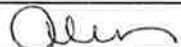
SECTION II - REVIEW AND APPROVAL TO ADVERTISE

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Purchasing	<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

APPROVAL

COUNTY OFFICE	YES	NO	SIGNATURE
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lively, Cathy <small>Digitally signed by Lively, Cathy Date: 2021.03.25 16:21:14 -04'00'</small>
Purchasing	<input type="checkbox"/>	<input type="checkbox"/>	
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small>Digitally signed by Lairsey, Matt Date: 2021.03.25 16:38:08 -04'00'</small>
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	 3/29/2021

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete ✓
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, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing 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"/>