

Meeting Date
3/20/18



AGENDA	
Section	Consent
Item No.	II.B.1

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

SUBJECT:	Approval for Agreement Extension of Bus/Transit Shelter and Benches Interlocal Agreement with the City of Palm Bay
DEPT/OFFICE:	Community Services Group / Transit Services Department

**Requested Action:**

It is requested that the Board of County Commissioners approve and authorize the Chairman to sign an Agreement to Extend Existing Agreement between the City of Palm Bay and Space Coast Area Transit for the purpose of providing Bus/Transit Shelters and Benches within the City limits.

**Summary Explanation & Background:**

On March 8, 2011, the Board approved an Interlocal Agreement with the City of Palm Bay for the purpose of providing up to 19 bus shelters and 15 benches throughout the City limits. This Agreement was set to expire on March 31, 2016. On July 5, 2015, the Board approved an Agreement to Extend the existing Agreement to March 31, 2018 to allow the City sufficient time to complete the installation of 6 benches and 4 shelters along with 6 new shelters within the City limits.

The City of Palm Bay has reached out to staff requesting an additional extension to the existing Agreement to provide additional time to close out last minute items and invoice for the remaining balance. Approval of the Agreement will extend out the contract to March 31, 2019.

**Fiscal Impact:**

There is no fiscal impact since the shelters were included in the original agreement and the funding has been programmed in existing Federal Transit Administration Capital Grants.

Contact Name: Scott Nelson, Interim Transit Services Director  
 Phone: (321) 635-7815 ext. 601

Clerk to the Board Instructions: Two certified copies of the Agreement will be needed.

Exhibits Attached: (1) Agreement to Extend Existing Agreement ; Original Agreement

Contract /Agreement (If attached): Reviewed by County Attorney Yes  No  PR

County Manager Frank Abbate	Assistant County Manager John Denninghoff	Department Director / Extension Scott Nelson, Interim Transit Director
	Interim Assistant County Manager Jim Liesenfelt	



**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## INITIAL CONTRACT REVIEW AND APPROVAL FORM

### SECTION I - GENERAL INFORMATION

1. Contractor: City of Palm Bay	
2. Fund/Account #: 4136	3. Department Name: Transit Services
4. Contract Description: Agreement to Extend Agreement #160	
5. Contract Monitor: Cathy Lively	7. Contract Type: INTERGOVT/LOCAL <input type="checkbox"/>
6. Dept/Office Director: Scott Nelson	

### SECTION II - REVIEW AND APPROVAL TO ADVERTISE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>SN</u>	<u>02/27/2018</u>
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>ML</u>	<u>2-27-2018</u>
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>		

### SECTION III - REVIEW AND APPROVAL TO EXECUTE

COUNTY OFFICE	APPROVAL		SIGNATURE	DATE
	YES	NO		
User Agency	<input type="checkbox"/>	<input type="checkbox"/>		
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>		
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>		

### 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	<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 Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Initial Contract Form with County Attorney/ Risk Management 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"/>



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 21, 2018

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

**TO:** Scott Nelson, Interim Transit Services Director

**RE:** Item II.B.1., Agreement to Extend Existing Agreement With the City of Palm Bay for Bus/Transit Shelters and Benches

The Board of County Commissioners, in regular session on March 20, 2018, approved and authorized the Chair to sign an Agreement to extend the existing Agreement between the City of Palm Bay and Space Coast Area Transit (SCAT) for the purpose of providing bus/transit shelters and benches. Enclosed is an executed Agreement.

**Upon execution by the City of Palm Bay, please return a fully-executed Agreement to this office for inclusion in the official record.**

Your continued cooperation is always appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Rowe*

Tammy Rowe, Deputy Clerk

/kp

Encl. (1)

cc: Interim Assistant County Manager Liesenfelt

**AGREEMENT TO EXTEND EXISTING AGREEMENT**

THIS AGREEMENT made and entered into this 20 day of March, 2018 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 PALM BAY, FLORIDA**, a Florida Municipal Corporation, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the parties hereto have previously entered into Agreement on March 8, 2011, amended on August 12, 2014, and extended on July 7, 2015 and;

WHEREAS, the parties hereto desire to extend the term of said Agreement for an additional period of time and;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree, as follows:

1. That previous Agreement, Contract #160, between the parties under the Agreement is hereby extended its term to March 31, 2019, under the same terms and conditions otherwise expressed therein.
2. All terms and conditions of the previous Agreement, Contract #160, which is incorporated therein by this reference, not inconsistent with the provisions of this Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

ATTEST



**Scott Ellis Clerk**

**BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA**



**Rita Pritchett, Chair**

As approved by the Board on March 20, 2018

Reviewed for Legal Form and Content

**CITY OF PALM BAY, FLORIDA**

\_\_\_\_\_  
Diana E. Yuan – Asst. Co. Attorney

\_\_\_\_\_  
By:

**BUS/TRANSIT SHELTER AND BENCH  
INTERLOCAL AGREEMENT**

This Interlocal Agreement is entered into this 8 day of March, 2011, 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 PALM BAY, 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 or BENCHES for the comfort and convenience to the general public, or at designated stops on official bus routes pursuant to Section 337.408, Florida Statutes; and

**WHEREAS**, the County desires to enter into an Agreement with the City to install and maintain TRANSIT SHELTERS and BENCHES; and

**WHEREAS**, the City has secured property and locations for TRANSIT SHELTERS or BENCHES for use within the City of Palm Bay in compliance with rules set forth in Florida Administrative Code 14-20; and

**WHEREAS**, this Agreement was approved with authority of the Chairman to execute the same by the Board of County Commissioners of Brevard County, Florida at a meeting, on this 8<sup>th</sup> day of March, 2011; and

**WHEREAS**, this Agreement was approved by the Palm Bay City Council at a duly called meeting on the 3<sup>RD</sup> day of FEBRUARY, 2011.

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

**SECTION 1. PURCHASING AND LOCATION:** By not later than 12/31/11, 2011, the County hereby agrees to provide TRANSIT SHELTERS and/or BENCHES at specifically agreed upon and designated stops on official bus routes within the City as identified in Attachment "A", attached hereto, as funding permits. The modification, addition or removal of any agreed upon TRANSIT SHELTER or BENCH location is permitted subject to written agreement of the County's Transit Director and the City Manager. Purchasing of these TRANSIT SHELTERS and BENCHES by the County (Space Coast Area Transit) will be in accordance with Federal Grant and County purchasing guidelines.

**SECTION 2. SHELTER/BENCH DESIGN AND MAINTENANCE:** The size, shape, and configuration and specific location of each and every TRANSIT Shelter and Bench shall be subject to approval by the County. The design of each TRANSIT SHELTER and BENCH will be based upon mutually agreed upon requirements and specifications identified by the County and City. Design, plans and specifications for and erection of each TRANSIT Shelter and BENCH shall be in accordance with provisions outlined under Chapter 14-20, *Florida Administrative Code (FAC)* and *Sections 337.408 and 337.409, of the Florida Statutes*. Except as provided in Section 7

hereof, the City agrees to provide general cleaning, maintenance and trash removal for the TRANSIT SHELTERS and BENCHES, including labor costs associated with repair of items located in or on the TRANSIT SHELTER and BENCH. The County agrees to provide repair parts and materials to the City for necessary repairs to TRANSIT SHELTERS and BENCHES.

**SECTION 3. SHELTER/BENCHES INSTALLATION:** The City agrees to provide the installation of the TRANSIT SHELTERS and BENCHES and to 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 SHELTER and BENCHES, in accordance with the shelter vendor's installation specifications. The City will invoice the County (Space Coast Area Transit) for appropriate costs associated with these actions in accordance with price estimates established for each TRANSIT SHELTER and BENCH location, as identified in Attachment "B", attached hereto. Said price estimates are approximations of cost only and shall not provide binding amounts; provided, that in no event shall the total cost for installation sought to be reimbursed exceed by thirty percent (30%) the total estimated cost for installation. The County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes, et seq.

**SECTION 4. TERM AND USE:** Each and every TRANSIT SHELTER and BENCH installed and operated under this Agreement within the City shall be available to use by the general public on a gratis basis; provided, that the City may install devices that 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. The term of this Agreement is for a period of five (5) years, terminating on March 31, 2016, unless otherwise extended.

**SECTION 5. TERMINATION:** Either party may terminate this Agreement for any reason upon at least sixty (60) days prior written notice. In the event of termination, the County (Space Coast Area Transit) will be responsible for the costs associated with the removal of the TRANSIT SHELTER structure and BENCHES. If deemed necessary by the City and agreed upon by both parties that the concrete pad or electrical connections or pavement must be removed, the costs associated with removal of the TRANSIT SHELTER concrete pad or pavement and electrical connection will be equally shared between the City and County. In the event the designated bus stop where the TRANSIT SHELTER or BENCH is located is eliminated as part of the official bus route, or if the Department of Transportation mandates removal, the TRANSIT SHELTER or BENCH, including the concrete pad, electrical connections and pavement, shall be removed by the County (Space Coast Area Transit), and any costs directly related to said removal shall be the responsibility of the County.

**SECTION 6. SIGNAGE:** Signs, messages, and advertising in any form shall be prohibited on all TRANSIT SHELTERS and BENCHES, unless otherwise authorized by this Agreement or the City Code. However, even if otherwise authorized, said signs, messages, and advertising shall be approved by both the County Manager and City Manager. It is mutually agreed upon by the City and County that the display cases located on the TRANSIT SHELTERS will not be utilized for paid or sponsored advertisement, but for public service message material, as mutually authorized by both parties. Messages on TRANSIT SHELTERS shall not exceed 18" in size, 2 in number, and shall not be placed or created in such a way as to distract motor vehicular. There shall be no advertising on BENCHES.

**SECTION 7. UTILITIES:** The City agrees to pay all reasonable charges for the electrical utility lighting costs for the TRANSIT SHELTERS listed in Attachment "A", and any future mutually agreed upon TRANSIT SHELTER.

**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 primarily 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 primarily 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 Agreement, 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 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 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 this 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 a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

**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 this 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 City. 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. 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 17. ENTIRE AGREEMENT:** This Agreement, including any attachments 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 was negotiated by both parties hereto. Consequently, no provision shall be more harshly interpreted against either party hereto as drafter of this Agreement.

**SECTION 18. NOTIFICATION:** Notification should be sent to the following personnel and addresses:

**Lee Feldman, City Manager  
City of Palm Bay  
120 Malabar Road  
Palm Bay, FL 32907**

**James P. Liesenfelt, Transit Director  
Space Coast Area Transit  
401 S. Varr Avenue  
Cocoa, FL 32922**

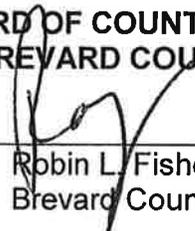
**IN WITNESS WHEREOF**, the party has hereto set their hands and seals the day and year first above written.

ATTEST:

  
Mitch Needelman, Clerk

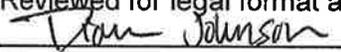
**BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA**

BY:

  
Robin L. Fisher, Chairman  
Brevard County Commission

As approved by the Board on 3-8-11

Reviewed for legal format and Content

  
Diana Johnson, Asst. County Attorney

ATTEST:

  
Alice Passmore, City Clerk  
3-23-11

**CITY OF PALM BAY, FLORIDA**

BY:

  
John Mazziotti, Mayor

As approved by the Council on 2-3-11

**ATTACHMENT "A"**  
**Possible TRANSIT SHELTER and BENCH Locations**

**ROUTE 22**

1	Rt.22	Shelter	Culver Dr. across from Senior Center
2	Rt.22	Bench	NE Emerson Dr. Pepper St. NW corner
3	Rt.22	Shelter	Emerson Dr. & Hurst Rd.
4	Rt.22	Shelter	Emerson Dr.& Americana St.
5	Rt.22	Shelter or Bench	Malabar Rd. & Emerson Dr. by the Dunkin Donut
6	Rt.22	Shelter	San Filippo on the eastside across from Park Apts. N. Entrance
7	Rt.22	Bench	Jupiter Blvd. & Emerson Dr.
8	Rt.22	Bench	Emerson Dr. & Waco Blvd.
9	Rt.22	Bench	SE Emerson Dr.& Raleigh Rd.NE corner
10	Rt.22	Bench	Eldron Blvd. & Raleigh Rd. NE corner
11	Rt.22	Bench	Jupiter Blvd. & Eldron Blvd.
12	Rt.22	Shelter or Bench	Eldron Blvd.SE/ Hatcher St. SE
13	Rt.22	Bench	Malabar Rd. NE/Aviation Ave. NE
14	Rt.22/23	Shelter	Minton Rd. @ Library
15	Rt.22	Bench	NW Minton Rd. Across from the Omni

**ROUTE 23**

1	Rt.23	Shelter	NW Emerson Dr./Jupiter Blvd NW corner
2	Rt.23	Bench	NW Emerson Dr./Lampighter Dr. NW corner
3	Rt.23	Bench	NW Emerson Dr / Glendale Ave NE corner
4	Rt.23	Bench	NW Jupiter Blvd/Ivanhoe St. NW corner
5	Rt.23	Shelter	NW Malabar Rd. @ Madalyn Landing
6	Rt.23/22	Shelter	Minton Rd. @ Library
7	Rt.23	Bench	NW Malabar Rd. across from Madalyn Landing
8	Rt.23	Bench	NW Jupiter Blvd /Ivanhoe St. NW corner
9	Rt.23	Shelter	Glendale Ave NW/Emerson Dr.
10	Rt.23	Bench	NW Emerson Dr./ Island Ave. NE corner

## ROUTE 27

1	RT. 27	Shelter	Palm Bay Rd. by Denny's across from Wal-mart
2	RT. 27	Bench	NE Palm Bay Rd. / Port Malabar Blvd. SE corner .
3	RT. 27	Shelter	Babcock St. @ Las Palmas Shopping Center
4	RT. 27	Shelter	Lipscomb St. @ Post Office .
5	RT. 27	Bench	Palm Bay Rd. East of Troutman Blvd.
6	RT. 27	Shelter	Palm Bay Rd. /East of R.J. Conlan Blvd
7	RT. 27	Bench	Palm Bay Rd./East of Orange Blossom Trl.
8	RT. 27	Shelter	US1 & Indian River Dr.
9	RT. 27	Shelter	Port Malabar Blvd. @ Veterans Park
10	RT. 27	Shelter	Port Malabar Blvd. / Cayuga Ave. NE corner
11	RT. 27	Bench	Port Malabar Blvd. / Troutman Blvd.
12	RT. 27	Bench	Port Malabar Blvd. & Babcock St.
13	RT. 27	Shelter	Babcock St. @ Palm Bay Plaza Fashion Bug store .

**ATTACHMENT "B"**

**TRANSIT SHELTER and BENCH Cost Estimates**

**Benches:**

Typical Bench	\$ 1,500
Assembly, Construction, and Installation including Permitting	\$ 1,500

**Transit Shelters:**

Typical Shelter	\$ 5,000
Construction, Erection and Installation including Permitting	\$ 5,000

Said estimates are approximations of cost only and shall not provide binding amounts; provided, that in no event shall the total cost for installation sought to be reimbursed exceed by 30% the total estimated cost for installation.

**AGREEMENT TO EXTEND EXISTING AGREEMENT**

THIS AGREEMENT made and entered into this 7 day of July, 2015 by and between the **BOARD OF COUNTY COMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivisions of the State of Florida, hereinafter referred to as the "County", and the **CITY OF PALM BAY, FLORIDA**, a Florida Municipal Corporation, hereinafter referred to as the "City".

**WITNESSETH:**

WHEREAS, the parties hereto have previously entered into Agreement on March 8, 2011 and amended on August 12, 2014 and;

WHEREAS, the parties hereto desire to extend the term of said Agreement for an additional period of time and;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree, as follows:

1. That the previous Agreement, Contract #160, between the parties under the Agreement is hereby extended its term to March 31, 2018, under the same terms and conditions otherwise expressed therein.
2. All terms and conditions of the previous Agreement, Contract #160, which is incorporated herein by this reference, not inconsistent with the provisions of this Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above written.

CITY OF PALM BAY, FLORIDA

By

  
\_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS OF  
BREVARD COUNTY, FLORIDA

By

  
\_\_\_\_\_

As approved by the Board on 07-07-15

ATTEST:

  
\_\_\_\_\_

Scott Ellis, Clerk

Reviewed for legal form and content:

By

  
\_\_\_\_\_

Matthew Soss, Assistant County Attorney