

INTERLOCAL AGREEMENT (Sheridan Road Sidewalk)

THIS INTERLOCAL AGREEMENT (Agreement) is made by and between **Brevard County, Florida**, a political subdivision of the State of Florida, whose address is 2725 Judge Fran Jamieson Way, Viera, Florida 32940, hereinafter referred to as "County", and the **City of West Melbourne, Florida**, a Florida municipal corporation, whose address is 2240 Minton Road, West Melbourne, Florida 32904, hereinafter referred to as "City."

RECITALS:

WHEREAS, the County is engaged in designing and constructing pedway improvements on Sheridan Road between West Sylvan Drive and Wickham Road; and

WHEREAS, a portion of the pedway improvements lies within the jurisdiction of the City, from the east side of Orange Grove Ave (south side of Sheridan) to just west of Wickham Rd, hereinafter referred to as the "Project", as generally shown on **Attachment A** attached hereto and incorporated herein by this reference; and

WHEREAS, the City desires the County to design and construct the "Project"; and

WHEREAS, the Parties agree that the County will be the lead agency for the Project and that certain costs outlined herein that are associated with design and construction of the Project shall be borne by the City; and

WHEREAS, the Parties agree that it is in the public interest for the County to act on behalf of the City in completing the design and construction of the Project; and

WHEREAS, the Project will promote efficiency and prevent unnecessary duplication of effort and is in the best interest of the citizens of Brevard County.

NOW, THEREFORE, in consideration of the mutual promises outlined herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, 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. RECITALS

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 the authority outlined in Chapter 163, Florida Statutes, and is executed in accordance with the

authority delegated by Florida law, including, but not limited to, Chapters 125 and 166, Florida Statutes.

3. RESPONSIBILITIES; LEAD AGENCY DESIGNATION

The County agrees to design and construct the Project. The City agrees that the County shall be the lead agency to perform all necessary work as outlined herein to complete the Project. The County has engaged DRMP, Inc., to complete the design and perform post-design engineering services associated with the Sheridan Rd Pedway Improvements – Phase 2. It is anticipated that the County will engage a contractor to complete the construction phase of the Project and the County shall have the authority to enter into appropriate contracts to perform associated work in order to complete the Project.

The City shall fully cooperate with and shall support the County's work efforts associated with the Project. The City hereby grants to the County, its contractors, representatives, employees, and agents (all of which shall be referred to in this Agreement as the "County"), the right to enter onto the City's property to accomplish the tasks required by the Project. This right of entry shall continue in full force and effect throughout the time that the Project-related tasks are ongoing. The County shall have final decision-making authority with respect to the design and construction phases associated with the Project, subject to the limitations outlined herein.

4. APPROVAL OF PLANS

Unless the County, in its sole discretion, determines that a threat to life and/or property exists requiring immediate and unilateral action by the County, the City will have the opportunity to review and approve all plans and specifications for the Project. The County will be responsible for ensuring that any plans submitted to the City will be submitted in a timely fashion. Upon submittal of plans to the City for review, the City shall have fourteen (14) calendar days after receipt of the plans and/or specifications to provide the County with any review comments and/or marked up plans. If the City does not provide the County with review comments and/or marked up plans within fourteen (14) calendar days from the date of receipt of the plans/specifications, the City's right to review or comment on said plans or specifications shall be forfeited, and the County will continue with the Project using its best judgment. Further, as the Lead Agency, the Project shall ultimately conform to County standards.

5. FINANCIAL OBLIGATIONS

The current construction cost estimate for the Project is \$366,000. At bid opening, the County will notify the City of the Project's construction cost which shall be a Bid Add Option. If the City desires to proceed with the Construction of the Project, the City shall contribute the Bid Add Option amount to the County within fifteen (15) business days so that the County may proceed with award of the Add Option to construct the Project. If the City determines not to proceed with the construction of the Project, the County will not award the Add Option.

The City will be given an opportunity to review and approve change orders prior to County execution. The County will provide change orders to the City, and the City shall provide any review comments or approval within five (5) calendar days. If the City does not provide feedback to the County within five (5) calendar days from the date of receipt of the change order, the County may proceed in the best interest of the Project and approve the change order. 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. Failure to provide feedback within the allotted time shall be considered acceptance and approval of the terms and conditions of the respective change order.

A change order may be required for any of the following (non-exhaustive) list:

- A change in the Scope of Work;
- The amount of any adjustment in the construction costs - added to or deleted from the construction cost estimate; or
- The extension or the adjustment in the construction duration.

The City shall fund 100% of construction change order costs for the Project within fourteen (14) calendar days of notification by the County to the City.

6. MAINTENANCE OBLIGATIONS

The City agrees to maintain the right-of-way, including the construction of improvements associated with the Project located within the jurisdictional limits of the City (Orange to Wickham) in perpetuity. Nothing herein shall be deemed to preclude or otherwise prevent the ability to transfer responsibility for the operation and maintenance of Sheridan Rd in the future.

7. NOTICES

Notices shall be sent by hand delivery, overnight delivery, such as UPS or Federal Express, or certified mail, return receipt requested, and Email. Notices shall be sent to:

CITY Representative

Tim Rhode
City Manager
2240 Minton Road
West Melbourne, FL, 32904
trhode@westmelbourne.gov

With a copy to:

Tom Bradford
Assistant City Manager
2240 Minton Road
West Melbourne, FL 32904
tbradford@westmelbourne.gov

COUNTY Representative

Marc Bernath
Public Works Director
2725 Judge Fran Jamieson Way, A-201
Viera, FL 32940
marc.bernath@brevardfl.gov

With a copy to:
Suzanne Reider
PW Grants & JPA Writer/Coordinator
2725 Judge Fran Jamieson Way, A-201
Viera, FL 32940
suzanne.reider@brevardfl.gov

8. 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 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 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.

9. SEVERABILITY

The Parties to this Agreement agree that the provisions of this Agreement are severable. If a court of competent jurisdictions finds any provision of this Agreement to be invalid, void, or otherwise unenforceable, the remainder of this Agreement shall be effective and shall remain in full force and effect unless amended or modified by mutual consent of the Parties.

10. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees, and assigns of the Parties.

11. GOVERNING LAW

This Agreement shall be deemed to have been executed and entered into within the State of Florida and shall be governed, interpreted, and construed in accordance with the laws of the State of Florida.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and neither this Agreement nor any portion of it may be altered, modified, waived, deleted, or amended except by a written instrument executed by the Parties hereto. This Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter of this Agreement.

13. PUBLIC RECORDS; RIGHT TO AUDIT

In the performance of this Agreement, both Parties shall keep books, records, and accounts of all activities related to this Agreement. Such books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of either Party and shall be retained by the respective Party for a period of at least three years after termination of this Agreement, unless otherwise dictated by Florida law. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Law, Chapter 119, Florida Statutes.

14. ENFORCEMENT; ATTORNEY'S FEES; VENUE

Enforcement of this Agreement may be by County or the City and may be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any provision hereof, either to restrain a violation or to recover damages to the extent permitted by this Agreement. In the event of any legal action to enforce, interpret, or construe the terms of this Agreement, each Party shall bear its own attorney's fees and costs. Venue for any legal action brought by any Party to this Agreement regarding this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida, and **ANY TRIAL SHALL BE NON-JURY.**

15. RECORDATION; EFFECTIVE DATE

This Agreement shall be recorded in the Public Records of Brevard County, Florida, as required by Section 163.01, Florida Statutes. The recorded original of this Agreement, or any amendment hereto, shall be returned to the City for its records. This Agreement shall take effect (the "Effective Date") when a fully executed original Agreement is recorded by the County in the Public Records of Brevard County, Florida.

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SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the Parties by their duly authorized representatives on the respective dates below in counterparts that, when taken together, shall be construed as one document.

BREVARD COUNTY, FLORIDA

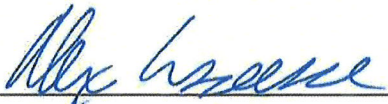
By: _____

Frank Abbate, County Manager

Date: _____

As Approved by the Board on: April 22, 2025


Approved for legal form and content
solely for Brevard County:



Deputy County Attorney

ATTEST:

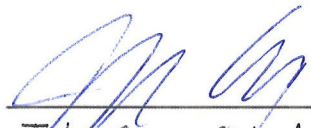
CITY OF WEST MELBOURNE

By: 

Tim Rhode, City Manager

Date: 3/19/2025

Approved for legal form and content
solely for the City of West Melbourne:



John Cary, City Attorney

Attachment A – Sheridan Road Sidewalk Improvements

