

INTERLOCAL AGREEMENT

(Babcock Street Reconstruction and Resurfacing between Weiman Rd and Willowbrook St)

THIS INTERLOCAL AGREEMENT (Agreement) is made by and between **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."

RECITALS:

WHEREAS, the County and the City previously entered into an interlocal agreement for Babcock Street, recorded April 30, 2020, in ORB 8730, PG 998 of the Official Records of Brevard County, Florida ("2020 ILA"), which is incorporated herein by this reference and remains in full force and effect; and

WHEREAS, the Parties agree that this Interlocal Agreement is being utilized to effectuate certain obligations outlined in the 2020 ILA relating to the reconstruction and/or resurfacing of portions of Babcock Street, as applicable; and

WHEREAS, the Parties have determined that improvements are needed to Babcock Street between Weiman Road and Willowbrook Street, hereinafter referred to as the "Project", as generally shown on **Attachment A** attached hereto and incorporated herein by this reference; and

WHEREAS, between Weiman Road and Willowbrook Street, the County has jurisdiction and functional authority over certain portions of Babcock Street and the City has jurisdiction and functional authority over certain portions of Babcock Street, as generally shown on **Attachment A**; 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 construction of the Project shall be borne by the County and the City, respectively; 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 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 the City covenant and agree that they have the full power and authority to enter into this Agreement and bind their respective governmental entities as follows:

1. RECITALS; RESTATEMENT OF PREVIOUS INTERLOCAL AGREEMENT

The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this Agreement.

The Parties reaffirm and restate the 2020 ILA, which is incorporated herein by this reference. Upon completion of the Project, the Parties shall ensure the applicable requirements and procedures outlined in the 2020 ILA are implemented and satisfied.

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 construct the Project, and the City agrees that the County shall be the lead agency to perform all necessary work as outlined herein to complete the Project. It is anticipated that the County will engage contractors to complete 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 will conduct inspections on the segments that are within its jurisdiction and functional authority.

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 and for 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 construction associated with the Project, subject to the limitations outlined herein.

4. FINANCIAL OBLIGATIONS

The County and the City shall be responsible for the costs associated with their respective segments of the Project. The estimated County costs, including reconstruction, total seven hundred forty-five thousand nine hundred four dollars and no cents (\$745,904.00). The estimated City costs total eight hundred sixty-one thousand one hundred thirty dollars and no cents (\$861,130.00), including five hundred forty-two thousand thirty-one dollars and no cents (\$542,031.00) for reconstruction and three hundred nineteen thousand ninety-nine dollars and no cents (\$319,099.00) for resurfacing.

The City shall deposit with the County the amount of nine hundred thousand dollars and no cents (\$900,000.00) within fifteen (15) business days of recordation of this Interlocal Agreement. The County will retain the City's payment in a separate cost center

established for the Project and will only use such funds to pay the City's portion of the Project Costs. Prior to authorization of work by the County, if the City's contribution is not sufficient to cover the City's portion of the Project Costs, the City shall deposit within fourteen (14) calendar days of notification by the County to the City the difference.

Any City contributed funds not expended by the County as part of the Project shall be reimbursed without interest to the City within forty-five (45) calendar days of the Project's completion date. The County shall be responsible for ensuring all contractors receive full payment.

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 three (3) business days. If the City does not provide feedback to the County within three (3) business 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.

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

5. OWNERSHIP AND MAINTENANCE TRANSFER

Upon completion of the Project, the Parties shall ensure the transfer of ownership and maintenance responsibilities outlined in the 2020 ILA are implemented and satisfied. Each Party shall cooperate with the other and take any necessary action required by the 2020 ILA.

6. 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
City of Palm Bay
120 Malabar Road
Palm Bay, FL, 32907
citymanager@palmbay.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

7. 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.

The County agrees to include indemnification language extending coverage to the City in all contracts with contractors for the Project.

8. SEVERABILITY

The Parties to this Agreement agree that the provisions of this Agreement are severable. If a court of competent jurisdiction 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.

9. BINDING EFFECT

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

10. 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.

11. 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.

12. 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.

13. 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**.

14. 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 Official 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.

ATTEST:

BREVARD COUNTY, FLORIDA

By: _____

Thad Altman, Chair

Rachel M. Sadoff, Clerk

Date: _____

As Approved by the Board on: 1/13/2026

Approved for legal form
solely for Brevard County:

Alex Wessie

Deputy County Attorney

ATTEST:

CITY OF PALM BAY

By: _____

City Clerk

Title: _____

Date: _____

Approved for legal form and content
solely for the City of Palm Bay:

INTERLOCAL AGREEMENT

BABCOCK ST PALM BAY, FL

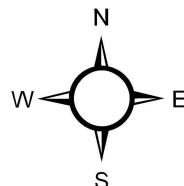
Interlocal Agreement
with the City of Palm Bay
to Reconstruct Portion of
Babcock Street Between
Weiman Road and
Willowbrook Street

Legend

BABCOCK ST TREATMENT PLAN

- - FDR County
- - FDR Palm Bay
- - FDR Palm Bay
- - Mill and Pave - County
- - Mill and Pave - Palm Bay
- - Overlay and Touchup Milling - Palm Bay
- - Overlay - Palm Bay
- - Mill and Pave - Palm Bay

* FDR - Full Depth Reclamation



0 0.05 0.1 0.2 Miles



THIS MAP IS FOR INFORMATIONAL
PURPOSES ONLY

BY JASON COLSON
BC PW ROAD & BRIDGE

