

**BREVARD COUNTY AND  
THE MERRITT ISLAND REDEVELOPMENT AGENCY  
BUS/TRANSIT SHELTER AND BENCH  
INTERLOCAL AGREEMENT**

This Interlocal Agreement (hereinafter the "Agreement") is entered into on the date of last signature below 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 MERRITT ISLAND REDEVELOPMENT AGENCY, Brevard County Community Redevelopment Agency, hereinafter referred to as the "Agency".

WITNESSETH:

**WHEREAS**, the County has the authority to provide written authorization to a qualified entity for installing and operating Bus/Transit Shelters and/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**, this Agreement is entered into under the authority of Section 163.01, Florida Statutes; and

**WHEREAS**, the Agency's mission is to undertake community development projects within the community redevelopment area that eliminate and prevent the spread of slums and blight and to revitalize deteriorating and economically distressed coastal resort and tourist areas; and

**WHEREAS**, this project eliminates and prevents slum and blight by eliminating litter on roadways near bus stops; and

**WHEREAS**, the Agency's redevelopment plan for State Road 3, State Road 520, and the Mall Commercial Corridor areas denotes the responsibility of the Agency to include multi-modal additions as part of its bevy of street network improvements; and

**WHEREAS**, the Agency has primarily addressed only one transportation mode with its network transportation improvements thus far, that being a car dominant design; and

**WHEREAS**, Bus/Transit Shelters and/or Benches support bus, bike and pedestrian transportation modes for workers, residents, and tourists, and improve aesthetic roadway images, safety and employment access for the workforce in support of the small business community; and

**WHEREAS**, the County desires to enter into an Agreement with the Agency to install and maintain Bus/Transit Shelters and/or Benches to improve the redevelopment area for

County residents; and

**WHEREAS**, the Executive Director of the Agency was authorized by the Merritt Island Redevelopment Agency Board of Directors at a duly called public meeting on November 14, 2019 to execute this Agreement pending legal review; 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 \_\_\_\_\_, day of \_\_\_\_\_, 201\_\_\_\_; and

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

**SECTION 1. RECITALS:** The Recitals above are true and correct and incorporated to this Agreement by reference.

**SECTION 2. COORDINATION:** To the extent applicable under this Agreement, the Brevard County Transit Services Department (also known as "Space Coast Area Transit") is the County department that shall be responsible for this Agreement. Approval for the installation of the Bus/Transit Shelters and/or Benches and equipment as contained in Attachments "A" and "B" and discussed below may require approval(s) from other County departments, including Public Works and Planning and Development, and approval from the Florida Department of Transportation. The Brevard County Transit Services Department will coordinate on behalf of the Agency for any necessary staffing/approvals required under this interlocal agreement.

**SECTION 3. PURCHASING AND LOCATION:**

- A. As funding permits, the County hereby agrees to provide Bus/Transit Shelters and/or Benches at designated stops on official bus routes within the State Road 3, State Road 520 and Mall Commercial Corridor, as identified in Attachment "A", attached hereto. The modification, addition or removal of any agreed upon Bus/Transit Shelter and Bench location is permitted subject to written agreement of the County's Transit Director and the Merritt Island Redevelopment Agency's Executive Director.
- B. The Agency will provide funding to the Brevard County Transit Services Department up to an amount not to exceed \$120,000. The Brevard County Transit Services Department will use the funding to purchase items necessary to install the Bus/Transit Shelters and/or Benches and equipment as contained in Attachments "A" and "B," and to obtain any necessary permits or permissions to install the items. Attachment "B" contains an itemized list of the equipment and items (i.e., Bus/Transit Shelters, Benches, Big Belly Waste Receptacles, Bicycle Racks, Ashtray Receptacles and Lighting) to be installed at proposed locations of the Bus/Transit Shelters and/or Benches. The Bus/Transit Shelters and/or



Benches and equipment may be adjusted as necessary to meet the intent of this agreement as agreed to by both parties in writing.

- C. The County shall purchase all Bus/Transit Shelters and/or Benches in accordance with Federal Grant and County purchasing guidelines. In order to facilitate accountability, the County will provide the Agency with detailed cost estimate associated with these actions in advance for each location, as well as actual cost afterwards. The 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 the total estimated cost for installation.

**SECTION 4. BUS/SHELTER/BENCH DESIGN:** The size, shape, and configuration and specific location of each and every item listed on Attachments "A" and "B" shall be subject to approval by the applicable County departments. The Parties will mutually agree on the design, requirements and specifications of each item listed on Attachments "A" and "B." Design, plans and specifications for and erection of each Bus/Transit Shelter and/or Bench shall be in accordance with provisions outlined under Chapter 14-20, Florida Administrative Code, and Sections 337.408 and 337.409, Florida Statutes.

**SECTION 5. MAINTENANCE.** The Agency agrees to provide utilities, general cleaning, maintenance and trash removal for the Bus/Transit Shelter and/or Benches, including labor costs associated with repair of items located in or on the Bus/Transit Shelter and/or Bench. The County agrees to provide repair parts and materials to the Agency for necessary repairs to Bus/Transit Shelter and/or Bench.

**SECTION 6. BUS/ TRANSIT SHELTER/BENCHES INSTALLATION:** The County agrees to provide the installation of the Bus/Transit Shelters and/or Benches and to comply with all applicable state, federal, and local laws, ordinances, rules and regulations in the construction, erection, and installation of the Bus/Transit Shelters and/or 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 Bus/Transit Shelters and/or Benches and construction of the Bus/Transit Shelters and/or Benches, in accordance with the Bus/Transit shelter vendor's installation specifications.

**SECTION 7. TERM AND USE:** Each and every installed Bus/Transit Shelter and/or Bench will be operated and available to use by the general public on a gratis basis; provided, that the COUNTY 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 Agreement is for a period of five years from the date of last signature below, unless otherwise extended by written mutual agreement signed by both parties.

**SECTION 8. TERMINATION:** Either party may terminate this Agreement for any reason upon at least sixty days prior written notice to the other. In the event of termination, the County will be responsible for the costs associated with the removal of the Bus/Transit



Shelters and/or Benches. If deemed necessary by the Agency 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 Bus/Transit Shelter and/or Bench concrete pad or pavement and electrical connection will be equally shared between the Agency and County. In the event the designated bus stop where the public facility is located is eliminated as part of the official bus route, or if the Florida Department of Transportation mandates removal, the Bus/Transit Shelter and/or Bench, including the concrete pad, electrical connections and pavement, shall be removed by the County, and any costs directly related to said removal shall be the responsibility of the County.

**SECTION 9. SIGNAGE:** The Parties agree that the Agency's logo or other insignia may be imprinted on the Bus/Transit Shelter and/or Bench, and an Agency Community Display Case may be installed, in a manner designated by the Agency. The Parties agree that no other signs, messages, or paid advertising in any form shall be permitted, unless otherwise authorized by this Agreement or County Code. If otherwise authorized, any signs, messages, and advertising shall be approved by both the County Manager and Agency Director. The Parties agree that any display cases located on a Bus/Transit Shelter may only be utilized for public service message material, as mutually authorized by both Parties. Messages placed on display cases shall not exceed 36" 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 10. UTILITIES:** The Agency agrees to pay all electrical utility costs or charges for the Bus/Transit Shelters.

**SECTION 11. DAMAGE:**

- A. The County agrees to repair, replace, and/or reimburse the Agency for any and all damages caused to property and equipment owned by the Agency 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 Agency.
- B. The Agency 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 Agency employees. The Agency 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 12. 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 13. HOLD HARMLESS/INDEMNIFICATION:**

- A. To the extent permitted by law, and subject to the limitations contained in Section 768.28, Florida Statutes, each Party shall fully indemnify, defend,

and hold harmless the other Parties from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees, arising out of or resulting from any services provided under this Agreement, but only to the extent such claim, damage, loss, or expense is caused in whole or in part by the act or omission of the indemnifying party, or anyone directly or indirectly employed by the indemnifying party, or anyone for whose acts any of them may be liable. No Party shall be required to indemnify or hold harmless another Party to the extent the other Party is negligent or intentionally causes or omits to act, thereby causing claims, damages, bodily injuries, losses, or expenses.

- B. 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 14. EFFECTIVE DATE:** This Agreement shall be effective upon the date of last signature below.

**SECTION 15. JURISDICTION, VENUE, AND CHOICE OF LAW:** 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. All questions pertaining to the validity and interpretations of this Agreement shall be determined in accordance with the Laws of the State of Florida. Venue shall be Brevard County, Florida, and any trial shall be non-jury.

**SECTION 16. LEGAL SERVICES – CONFLICT WAIVER:** The Office of the Brevard County Attorney represents the County and the Agency. Although the interest of the County and the Agency are generally consistent, it is recognized and understood that differences may exist or become evident during the course of this representation. Notwithstanding these possibilities, the County and the Agency have determined that it is in their individual and mutual interest to have the Office of the Brevard County Attorney represent them jointly in connection with agreements relating to this Agreement, as well as other Agreements between the Parties. Accordingly, the County and the Agency agree that the Office of the Brevard County Attorney may represent them jointly in this Agreement, as well as other Agreements between the Parties. The County and the Agency agree to waive any potential conflict of interest arising out of, and will not object to, the Office of the Brevard County Attorney's representation of each other in connection with this Agreement, as well as other Agreements between the Parties. It is further understood and agreed that the Office of the Brevard County Attorney may freely convey necessary information provided by one client to the other, and that the County Attorney's Office will have no obligation to maintain confidentiality between the County and the Agency as to matters that are the subject of Agreements between the Parties unless the Agency decides to retain a separate, independent Counsel.



**SECTION 17. AUDITING, RECORDS AND INSPECTIONS:** In the performance of this Agreement, the Agency 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 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 18. INDEPENDENT CONTRACTOR:** The Parties are independent contractors under this Agreement. Services provided by the County pursuant to this Agreement shall be subject to the supervision of the County. In providing such services, the County, its officers, employees, or agents are not authorized to and shall not act as officers, employees or agents of the Agency and the Agency, its officers, employees or agents are not authorized to and shall not act as officers, employees, or agents of the County. This Agreement shall not constitute or make the Parties a partnership or joint venture.

**SECTION 19. 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 20. THIRD PARTY BENEFICIARIES; PARTNERSHIP:** The Parties expressly agree that there are no intended, unintended, expressed, or incidental third party beneficiaries to this Agreement. This Agreement is not intended to provide any third-party with a cause of action. This Agreement may not be relied upon by any person or entity other than the Parties.

**SECTION 21. 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 22. NOTIFICATION:** Notification should be sent to the following personnel and addresses:

Executive Director, Merritt Island Redevelopment Agency  
2575 N. Courtney Parkway  
Merritt Island, Florida 32953  
(321) 454-6610

Transit Director  
Brevard County Board of County Commissioners  
401 S. Varr Ave

Cocoa, FL 32922  
(321) 635-7815

**SECTION 23. COUNTERPARTS AND AUTHORITY:** This Agreement may be executed in counterparts all of which, taken together, shall constitute one and the same Agreement. Each party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that Party to the obligations stated above.

[The remainder of this page left intentionally blank. Signatures to follow.]

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

ATTEST:

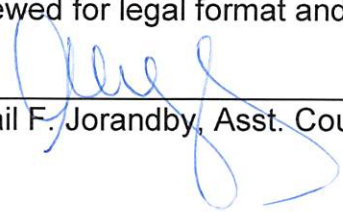
\_\_\_\_\_  
Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY, FLORIDA

BY: \_\_\_\_\_  
Bryan Lober, Chair

As approved by the Board on \_\_\_\_\_

Reviewed for legal format and Content

  
\_\_\_\_\_  
Abigail F. Jorandby, Asst. County Attorney

MERRITT ISLAND REDEVELOPMENT  
AGENCY

ATTEST:

\_\_\_\_\_  
BY: \_\_\_\_\_  
Larry Lallo, Executive Director

As approved by the Agency Board on \_\_\_\_\_



## **ATTACHMENT “A”**

### **Preliminary Bus/ Transit Shelter Locations**

1	SR 520 - Newfound Harbor Dr @ Walmart (MIRA/FDOT Project)
2	SR 520 - Newfound Harbor Dr @ SE Corner (MIRA/FDOT Project)
3	Merritt Island - Courtenay Pkwy & Merritt Island Library
4	SR 520 & Kiwanis Island Park

## ATTACHMENT “B” Shelter Specifications

**Brasco or Equal**, “Sunline” model, where site locations are suitable to size.

**Brasco “Slimline” or equal** where suitable for sites that cannot accommodate the Sunline

### Equipment Specifications

Ashtray	
Brand	Specification Notes
Brasco	Mounting hardware included
Global Industrial	Includes mounting bracket. Swivel lock is optional, if not needed the price is \$79.00
Uline Rubbermaid	Does not include mounting hardware
Bike Racks	
Brand	Specification Notes
Park it 2 Bike Rack	Assumes 4 Bike Racks (8 spaces). Includes mounting packs and hardware
Brasco (with Custom logo)	Assume 4 bike racks (8 spaces) Price may vary on custom design. Includes Mounting Hardware
Brasco Classic Hoop	Assume 4 bike racks (8 spaces) Price may vary on custom design. Includes Mounting Hardware
Lighting	
Brand	Specification Notes
Luce Solare LSL	Solar. Does not include pole. 20 watts
KT-220 W	Solar. Does not include pole. 20 watts
SL 12 Solar	Solar. 15' Pole included. 20 watts. Would need to confirm if their poles can meet the required EPA wind load
Light Pole	16' based on the 2 other model recommendations. Emailed vendor to verify if the 150 mph wind load can be obtained for that price
Trashcans	
Brand	Specification Notes
Big Belly high Capacity	
Big Belly Standard	
Rubbermaid Trashcan	Can get ashtray in top for more
Metal Outdoor	Has the option of a lid



BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS

# INITIAL CONTRACT REVIEW AND APPROVAL FORM

## SECTION I - GENERAL INFORMATION

1. Contractor: Merritt Island Redevelopment Agency	
2. Fund/Account #: 4136-363	3. Department Name: Transit Services
4. Contract Description: Bus/Transit Shelter and Bench Interlocal Agreement	
5. Contract Monitor: Cathy Lively	7. Contract Type:  INTERGOVT/LOCAL
6. Dept/Office Director: Scott Nelson	

## SECTION II - REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
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 III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lively, Cathy <small>Digitally signed by Lively, Cathy Date: 2019.10.30 08:53:57 +04'00'</small>	12/30/2019
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>		
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>		12/30/2019

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

CM DATABASE REQUIRED FIELDS	Complete <input checked="" type="checkbox"/>
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 Date (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"/>

BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS

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	<u>YES</u>	<u>NO</u>		
User Agency	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
Risk Management	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

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<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lively, Cathy <small><i>Digitally signed by Lively, Cathy Date: 2019.10.30 08:53:57 -04'00'</i></small>	10/30/2019
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt <small><i>Digitally signed by Lairsey, Matt Date: 2019.11.07 11:54:29 -05'00'</i></small>	11/07/2019
County Attorney	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____

## SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<b>CM 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 G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
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