

## AGENDA ITEM SUMMARY

<b>Meeting Date:</b>	MARCH 20, 2019
<b>Agenda Category:</b>	NEW BUSINESS
<b>Agenda Item Number:</b>	11 B
<b>Subject:</b>	INTERLOCAL AGREEMENT BETWEEN THE CITY OF ROCKLEDGE AND BREVARD COUNTY, INSTALLATION AND MAINTENANCE OF TRASH CANS AND ASHTRAYS AT BUS STOPS WITHIN THE CITY LIMITS (CITY MANAGER)

<b>Attachments:</b>	Interlocal Agreement
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<b>Staff Contact:</b>	City Manager Fettrow
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<b>Background:</b>	In an effort to maintain cleanliness at and around the City's 46 bus stops, an Interlocal Agreement with Brevard County is being proposed. Per the stipulations of the agreement, the County, via Space Coast Area Transit (SCAT) will provide the trash cans and ashtrays. The City will then provide for the installation and maintenance of the trash cans and ashtrays with reimbursement from Brevard County. The term of the agreement is for five years, unless otherwise extended.
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<b>Reference:</b>	
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<b>Suggested Action:</b>	Approve the Interlocal Agreement with Brevard County for the installation and maintenance of trash cans and cigarette butt containers at the 46 bus stops within the City limits
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**TRANSIT TRASH CANS & CIGARETTE BUTT CONTAINERS  
INTERLOCAL AGREEMENT**

This Interlocal Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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 ROCKLEDGE, 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 maintaining TRASH CANS and CIGARETTE BUTT CONTAINERS 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 TRASH CANS and CIGARETTE BUTT CONTAINERS; and

**WHEREAS**, the City has secured property and locations for TRASH CANS and CIGARETTE BUTT CONTAINERS for use within the City of Rockledge in compliance with rules set forth in Florida Administrative Code 14-20; 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 hereby agrees to provide TRASH CANS and CIGARETTE BUTT CONTAINERS at designated stops on official bus routes within the City. The modification, addition or removal of any agreed upon TRASH CANS and CIGARETTE BUTT CONTAINERS location is permitted subject to written agreement of the County's Transit Director and the City Manager. Purchasing of these TRASH CANS and CIGARETTE BUTT CONTAINERS by the County (Space Coast Area Transit) will be in accordance with Federal Grant and County purchasing guidelines.

**SECTION 2. TRASH CANS and CIGARETTE BUTT CONTAINERS DESIGN AND MAINTENANCE:** The size, shape, and configuration and specific location of each and every TRASH CAN and CIGARETTE BUTT CONTAINER shall be subject to approval by the County and the City of Rockledge. The design of each TRASH CAN and CIGARETTE BUTT CONTAINERS will be based upon mutually agreed upon requirements and specifications identified by the County and City. Except as provided in Section 7 hereof, the City agrees to provide general cleaning, maintenance and trash removal for the TRASH CANS and CIGARETTE BUTT CONTAINERS, including labor costs associated with repair of items located in or on the TRASH CANS and CIGARETTE BUTT CONTAINERS. The

County agrees to provide repair parts and materials to the City for necessary repairs to or replacement of TRASH CANS and CIGARETTE BUTT CONTAINERS.

**SECTION 3. TRASH CANS and CIGARETTE BUTT CONTAINERS INSTALLATION:** The City agrees to provide the installation of the TRASH CANS and CIGARETTE BUTT CONTAINERS and to comply with all applicable state, federal, and local laws, ordinances, rules and regulations in the construction, erection, installation and maintenance of the TRASH CANS and CIGARETTE BUTT CONTAINERS, 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 TRASH CANS and CIGARETTE BUTT CONTAINERS and construction of the TRASH CANS and CIGARETTE BUTT CONTAINERS, in accordance with the 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 by the County in advance for each TRASH CANS and CIGARETTE BUTT CONTAINERS location. 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 TRASH CAN and CIGARETTE BUTT CONTAINER installed and operated under this Agreement within the City shall be available to use by the general public on a gratis basis; provided, preclude the use of cans and containers by the general public during certain hours of the day, number of times per day, or when the cans or containers are in need of or under repair. The term of this Agreement is for a period of five (5) years, terminating on \_\_\_\_\_, 2024, 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 TRASH CANS and CIGARETTE BUTT CONTAINERS. If deemed necessary by the City and agreed upon by both parties that the concrete pad or pavement must be removed, the costs associated with removal of the TRASH CANS and CIGARETTE BUTT CONTAINERS concrete pad or pavement will be equally shared between the City and County. In the event the designated bus stop where the TRASH CANS and CIGARETTE BUTT CONTAINERS is located is eliminated as part of the official bus route, or if the Department of Transportation mandates removal, the TRASH CANS and CIGARETTE BUTT CONTAINERS, including the concrete pad 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 TRASH CANS and CIGARETTE BUTT CONTAINERS, 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.

**SECTION 7. 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 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 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 8. 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 9. 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 10. 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 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 11. EFFECTIVE DATE:** This Agreement shall be effective upon signing

of both parties.

**SECTION 12. 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 13. 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 14. 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 15. 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. Contain in Attachment A is the *Confirmation of E-Verify Participation Form* to be executed.

**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:

Dr. Brenda Fettrow, City Manager  
City of Rockledge  
1600 Huntington Lane  
Rockledge, FL 32955

Scott Nelson, 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.

BOARD OF COUNTY COMMISSIONERS  
OF BREVARD COUNTY

CITY OF ROCKLEDGE

BY: \_\_\_\_\_  
Frank Abbate, County Manager

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed for legal format and Content

  
\_\_\_\_\_  
Melissa Powers, Asst. County Attorney

ATTACHMENT A

**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

## Rockledge Stop Amenities Report

Bus ID	Intersection	Route(s) Served	Amenities	Direction	Rank	Quick Fixes	ADA Compliance	Non-compliant features	Municipality
432	FLORIDA AVE. AT SAFETY CENTER	6	Bench, Bus Schedule	North	168	Move/Remove Bench	No	Bench, Schedule, B&A Area, Curb Ramp	Rockledge
447	SEMINOLE DR AND BARTON AVE SE CORNER	6	Bus Schedule	North	107	None	No	Schedule, B&A Area, Curb Ramp	Rockledge
445	SEMINOLE DR./ BARTON BLVD NE CORNER	6	Bus Schedule, Lighting	North	10	Add Detectable Warnings	No	Schedule, B&A Area, Tripping Hazards, Curb Ramp	Rockledge
436	BARTON BLVD. & MURRELL RD.	6	Bench, Bus Schedule, Trash Can	East	153	Add Detectable Warnings	No	B&A Area, Curb Ramp	Rockledge
443	BARTON BLVD AND COGSWELL ST SE CORNER	6, 7	Bus Schedule, Lighting	East	274	None	No	Schedule, B&A Area	Rockledge
440	BARTON BLVD. & CEDAR ST.	6, 7	Bench, Bike Rack, Bus Schedule, Lighting, Trash Can	East	27	None	No	None	Rockledge
442	BARTON BLVD. AND DOGWOOD ST.	6	Bench, Trash Can	East	133	None	No	B&A Area	Rockledge
434	FISKE BLVD / PINEDALE RD NW CORNER	1, 6	Lighting	South	850	None	No	B&A Area	Rockledge
579	FISKE BLVD ACROSS FROM BOUGANVILLEA DR	1, 6	Bench, Bench, Bike Rack, Bus Schedule, Lighting	South	632	Move/Remove Bench	No	Bench, B&A Area, Curb Ramp	Rockledge
1,043	MURRELL RD. & HAVERTY CT.	7	Bench	North	707	Add Detectable Warnings, Move/Remove Bench	No	Bench, B&A Area, Curb Ramp	Rockledge
1,042	MURRELL RD. & GUS HIPP BLVD. NE CORNER	7	None	North	304	Add Detectable Warnings	No	B&A Area, Curb Ramp	Rockledge
1,041	MURRELL RD. @ FAMILY DOLLAR	7	Bench, Bus Schedule	North	64	Move/Remove Bench	No	Bench, Schedule, B&A Area	Rockledge
1,040	BARNES BLVD. & MURRELL RD.	7	Bench	West	406	Move/Remove Bench	No	Bench, B&A Area	Rockledge
1,039	CAREERSOURCE BREVARD / RIOMAR BLVD	7	Bus Schedule	North	506	None	No	Schedule, B&A Area, Curb Ramp	Rockledge
1,021	MURRELL RD. AT MCDONALDS (SOUTH OF BARNES BLVD.)	7	Bench, Lighting	South	336	Add Detectable Warnings, Move/Remove Bench	No	Bench, B&A Area, Curb Ramp	Rockledge
1,020	MURRELL RD. & BARNES BLVD.	7	Bench	South	13	Add Detectable Warnings, Move/Remove Bench	No	Bench, B&A Area, Tripping Hazards, Curb Ramp	Rockledge
433	MURRELL RD. ACROSS FROM GUS HIPP BLVD.	7	Bench	South	528	Move/Remove Bench	No	Bench, B&A Area, Tripping Hazards, Curb Ramp	Rockledge



1,018	MURRELL RD. & LEVITT PKWY.	7	Bench	South	396	Add Detectable Warnings, Move/Remove Bench	No	Bench, B&A Area, Curb Ramp	Rockledge
1,017	MURRELL RD. & EYSTER BLVD. SW CORNER	7	Bench, Bus Schedule	South	224	Move/Remove Bench	No	Bench, Schedule, B&A Area	Rockledge
857	FLORIDA AVE BEHIND ROCKLEDGE MALL	6	Bench	North	812	Move/Remove Bench	No	Bench, B&A Area, Curb Ramp	Rockledge
438	FLORIDA AVE AND HARDEE LN NE SIDE	6	Bus Schedule	North	130	None	No	Schedule, B&A Area, Curb Ramp	Rockledge
439	FLORIDA AVE. & ROCKLEDGE AVE.	6	Bench, Bus Schedule	North	54	Add Detectable Warnings, Move/Remove Bench	No	Bench, Schedule, B&A Area, Curb Ramp	Rockledge
771	ROCKLEDGE AVE. AND SEMINOLE DR.	6	Bus Schedule	West	135	None	No	Schedule, B&A Area, Curb Ramp	Rockledge
433	FISKE BLVD / MARTIN RD SW CORNER	1	Bench	North	528	Move/Remove Bench	No	Bench, B&A Area, Curb Ramp	Rockledge
1,125	FISKE BLVD / VICTORIA BLVD NW CORNER	1	None	South	533	Add Detectable Warnings	No	B&A Area, Curb Ramp	Rockledge
614	FISKE BLVD / GENEVIEVE AVE SW CORNER	1	Lighting	South	710	None	No	B&A Area, Curb Ramp	Rockledge
430	FISKE BLVD / LAKEMOOR BLVD NW CORNER	1	None	South	850	Add Detectable Warnings	No	B&A Area	Rockledge
935	FISKE BLVD ACROSS FROM EYSTER BLVD	1	None	South	341	None	No	B&A Area, Tripping Hazards	Rockledge
429	FISKE BLVD / MEDALLION DR NW CORNER	1	Bus Schedule, Lighting	South	306	New/Move/Fix Signage	No	Signage, Schedule, B&A Area, Curb Ramp	Rockledge
579	FISKE BLVD / BARTON BLVD NW CORNER	1	Bench, Bench, Bus Schedule, Trash Can	South	645	Move/Remove Bench, Move/Remove Trash Can	No	Bench, Trash Can, Curb Ramp	Rockledge
437	FISKE BLVD / NICKLAUS DR NW CORNER	1, 6	Bus Schedule, Lighting	South	854	Add Detectable Warnings	No	B&A Area, Curb Ramp	Rockledge
441	FISKE BLVD/ PLUCKEBAUM RD NW CORNER	1, 6		South	690	New/Move/Fix Signage	No	Signage	Rockledge
769	ROSA L JONES DR/ FISKE BLVD SW CORNER	1, 6	Bench	East	300	Add Detectable Warnings, Move/Remove Bench	No	Bench, B&A Area, Curb Ramp	Rockledge
949	FISKE BLVD/ PLUCKEBAUM RD SE CORNER	1	Bench	North	806	Add Detectable Warnings, Move/Remove Bench	No	Bench, B&A Area, Tripping Hazards, Curb Ramp	Rockledge
948	FISKE BLVD/ BOUGANVILLEA DR SE CORNER	1	Bench, Lighting	North	567	Move/Remove Bench	No	Signage, Bench, B&A Area, Curb Ramp	Rockledge
947	FISKE BLVD/ CHURCH ST SE CORNER	1	Bench	North	420	Move/Remove Bench	No	Bench, B&A Area	Rockledge

946	FISKE BLVD ACROSS FROM ST ANDREWS DR	1	Bench	North	16	Add Detectable Warnings, Move/Remove Bench	No	Bench, B&A Area, Curb Ramp	Rockledge
945	FISKE BLVD/ NICKLAUS DR SE CORNER	1	Bench	North	420	Move/Remove Bench	No	Bench, B&A Area	Rockledge
944	FISKE BLVD/ BARTON BLVD NE CORNER	1	Bench	North	18	Move/Remove Bench	No	Bench, B&A Area	Rockledge
943	FISKE BLVD ACROSS FROM MEDALLION DR	1	Bench	North	111	Move/Remove Bench	No	Bench, B&A Area, Curb Ramp	Rockledge
942	FISKE BLVD/ EYSTER BLVD SE CORNER	1	None	North	304	None	No	B&A Area	Rockledge
584	FISKE BLVD / LEVITT PARKWAY NE CORNER	1	Bench, Bike Rack, Bus Schedule, Lighting, Trash Can	North	870	Add Detectable Warnings	No	B&A Area, Curb Ramp	Rockledge
581	FISKE BLVD / SWISS POINTE BLVD SE CORNER	1	Bench, Bus Schedule	North	424	Add Detectable Warnings, Move/Remove Bench	No	Bench, Schedule, B&A Area, Tripping Hazards, Curb Ramp	Rockledge
1,124	FISKE BLVD / HERITAGE ACRES BLVD NE CORNER	1	Lighting	North	533	Add Detectable Warnings	No	B&A Area, Curb Ramp	Rockledge
587	FISKE BLVD / ROY WALL BLVD SE CORNER.	1	Bench	North	361	Move/Remove Bench	No	Bench, B&A Area, Curb Ramp	Rockledge
941	FISKE BLVD @ LOWES	1	Bench, Bus Schedule	North	66	Add Detectable Warnings, Move/Remove Bench	No	Bench, Schedule, B&A Area, Curb Ramp	Rockledge
46 total									

Total Records: 146

1/31/2019