




CITY OF FORT PIERCE, FLORIDA


City Commission Meeting

Agenda Item # _____

Commission Meeting 01/06/14

To : The Honorable Mayor and Members of the City Commission

Through : Robert J. Bradshaw, City Manager 

From : John R. Andrews, P.E., City Engineer 

Re : **US 1 Transit Corridor Bus Shelter – Interlocal Agreement**

Date : December 23, 2013

ISSUE(S): Request approval of Interlocal agreement between the City of Fort Pierce, City of Port St. Lucie, Martin County, and St. Lucie County for construction of sixteen (16) bus shelters along the US 1 corridor.

SUMMARY: The project, initiated by the Treasure Coast Regional Transit Organization (RTO), funded through a grant from the Florida Department of Transportation, proposes to construct sixteen (16) bus shelters in St. Lucie and Martin counties for bus stops along the Treasure Coast Connector route. Administration of the grant will be the responsibility of the City of Port St. Lucie.

FISCAL IMPACT: No fiscal impact is created for the City of Fort Pierce

RECOMMENDATION: Staff has reviewed this interlocal agreement and recommends approval of this agreement

ALTERNATIVES: Reject participation in grant agreement

RESPONSIBLE STAFF: Engineering Department

COORDINATED WITH: City Attorney, Planning Department

ATTACHMENTS: Interlocal Agreement for US Highway 1 Transit Corridor Bus Shelter Improvements

cc: City Clerk

CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

MEMORANDUM

TO: Jack Andrews, City Engineer

FROM: Karen Emerson, Esq., Assistant City Attorney

THROUGH: Robert V. Schwerer, Esq., City Attorney *RJS*

SUBJECT: BUS SHELTER INTERLOCAL

DATE: December 10, 2013

The final draft of the Interlocal Agreement for bus shelters on the U.S. 1 corridor, attached, was received from Port St. Lucie. Staff will need to place the Interlocal on the Commission agenda for consideration and approval.



Karen Emerson, Esq.
Assistant City Attorney

attachment

cc: Rebecca Grohall, Planning Manager
Marc Meyers, Building Official
Mike Reals, Public Works Manager



When recorded return to:
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

Prepared by:
Stefanie Beskovoyne, Assistant City Attorney

(Space above this line reserved for recording office use only)

INTERLOCAL AGREEMENT
FOR
US HIGHWAY 1 TRANSIT CORRIDOR BUS SHELTER IMPROVEMENTS

THIS INTERLOCAL AGREEMENT (Agreement) is made and entered into on this ____ day of _____, 2013, by and between the CITY OF PORT ST. LUCIE, a Florida municipal corporation, the CITY OF FORT PIERCE, a Florida municipality, MARTIN COUNTY, a political subdivision of the State of Florida, and ST. LUCIE COUNTY, a political subdivision of the State of Florida. If at any place in this Agreement the intent is to refer to all parties collectively, it will be hereinafter referred to as Parties.

WITNESSETH:

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, permits local governmental units to make the most efficient use of their respective powers by enabling them to cooperate with one another on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the US 1 Corridor Bus Stop Capital Improvement Plan Technical Memorandum #1 (Technical Memorandum) was prepared for the Treasure Coast Regional Transit Organization (RTO) in September 2011; and

WHEREAS, the Technical Memorandum recommended capital improvements to enhance the Treasure Coast Connector Route on US Highway 1 in the City of Fort Pierce, City of Stuart, City of Port St Lucie, Martin County, and St. Lucie County; and

WHEREAS, the RTO Transit Technical Advisory Committee (TTAC) reviewed the Technical Memorandum and recommended adding bus shelters to seventeen (17) of the bus stops along the Treasure Coast Connector Route on US Highway, hereinafter referred to as the project; and

WHEREAS, the project scope has been reduced to sixteen (16) bus shelters because the stop located at Regency Square in the City of Stuart will not issue the required easements to accommodate the bus shelter; and

WHEREAS, the project includes the construction of bus shelters and ancillary features, including, but not limited to, benches, bike racks, and trash receptacles, at bus stops 2, 4, 5, 8, 9, 10, 16, 19, 21, 30, 34, 35, 37, 41, 42 and 43 as identified on Map 2-1 of the Technical Memorandum, attached hereto as Exhibit A; and

WHEREAS, City of Fort Pierce, City of Port St Lucie, Martin County, and St. Lucie County recognize and acknowledge that the bus shelters will be of benefit to the residents of each municipality; and

WHEREAS, Martin County shall coordinate with the City of Stuart concerning the project within the municipal boundary of the City of Stuart; and

WHEREAS, the project is consistent with the Florida Department of Transportation (FDOT) Long Range Transportation Plan and is eligible for grant funding through a FDOT Joint Participation Agreement (JPA) Program; and

WHEREAS, the RTO cannot receive grant money; and

WHEREAS, a Local Agency Program (LAP) certified municipality can enter into a FDOT JPA; and

WHEREAS, the City of Port St Lucie is LAP certified and has agreed to be the facilitator and enter into a JPA with FDOT to fund the project; and

WHEREAS, Resolution 12-R60 provides authorization for the City of Port St Lucie to enter into a JPA, dated February 29, 2012, with FDOT that provides \$326,557.00 for the project; and

WHEREAS, Resolution 13-R43 provides authorization for the City of Port St Lucie to enter into a JPA, dated September 20, 2012, with FDOT that provides an additional \$173,443.00 for the project for a total amount of \$500,000 for the project; and

WHEREAS, Parties realize and acknowledge that there may be additional Supplemental Agreements to the JPA which add additional funds to complete the project; and

WHEREAS, the City of Port St Lucie will comply with all the requirements of the JPA for the project; and

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS RECEIVED BY EACH PARTY, the Parties hereto mutually agree as follows:

1. JPA FUNDS.

- a. The City of Port St Lucie will establish and maintain an accounting and budgeting system to account for and invoice FDOT for the project in accordance with the requirements of the JPA.
- b. The City of Port St Lucie will have the right and obligation to manage and direct the use of the JPA funds for the project.
- c. Parties recognize and acknowledge that the JPA funds will be sufficient to cover the costs of design and permitting.
- d. In the event that sufficient JPA funds to construct the entire project (i.e., sixteen bus shelters) is not available, the Parties will discuss and agree to which

locations will be constructed using the available JPA funds. This discussion and agreement will occur within three weeks of receiving the construction bids.

- e. Construction plans and technical specifications for any project locations which are not constructed due to lack of JPA funding, as agreed upon by the Parties, will be turned over to the appropriate jurisdictional Party.
- f. In the event that additional JPA funds become available for this project prior to completion of the construction contract, the Parties will discuss and agree to which locations will be constructed with the supplemental funding. The City of Port St Lucie will then amend the construction contract to include the agreed upon locations.

2. DESIGN CONSULTANT - REQUEST FOR PROPOSALS (RFP), EVALUATION, SELECTION, NEGOTIATION, AWARD, AND MANAGEMENT OF CONTRACT.

- a. The RFP, evaluation of submittals, selection of a Consultant, negotiation with the Consultant, award of the Consultant contract, and management of the Consultant contract will be completed by the City of Port St Lucie in accordance with the JPA requirements and the procurement procedures of the City of Port St Lucie.
- b. Parties will designate a representative to participate in the evaluation and selection committee.
- c. The City of Port St Lucie will advise such representative of the evaluation and selection committee meeting times and locations.

3. DESIGN.

- a. The City of Port St Lucie agrees to manage the work of the Consultant, in accordance with the contract, to prepare the following items for the project:
 - i. Technical memorandum regarding the use of solar powered signage,
 - ii. Permit Applications, (FDOT, South Florida Water Management District (SFWMD), or other State or Federal Agencies)
 - iii. 30%, 90% design documents
 - iv. Signed and sealed construction documents.

- b. Parties will have the right and obligation to provide information and coordinate with the Consultant regarding the Party's respective bus stop locations in a timely manner. Information to be provided and coordinated with the Consultant includes, but is not limited to, the following:
 - i. Bus shelter location (consistent with the location designated by the RTO)
 - ii. Challenges of the site
 - iii. Design guidelines (local building codes, wind loading, etc.)
 - iv. Documents or information needed to comply with local development review and permitting requirements
- c. Parties requiring easements for the Project within their respective jurisdictions, will be responsible for obtaining the needed easements prior to design work being completed on said location.
- d. In the event that an easement is not obtained and a replacement site is not identified and agreed to by all Parties, then the design for that particular site will be eliminated from the Consultant's contract.
- e. In order to maintain the schedules, Parties agree to provide timely responses and reviews. The City of Port St Lucie, as the manager of the Consultant's contract, will direct the Consultant to move forward with the work in accordance with the contract and JPA schedules.
- f. Parties will provide a representative to attend a project kick-off meeting, attend site meetings, attend periodic progress meetings, review and comment on the 30% and 90% submittals, review and comment on the survey and legal description for the easement, if needed, review and comment on the permit applications, answer questions, and make decisions regarding the project as it relates to the locations within the respective municipality.
- g. The Parties agree to coordinate and interface with the City of Port St Lucie and the Consultant, in a timely manner, to facilitate the satisfactory and complete design of the project within their respective jurisdictions.
- h. The City of Port St Lucie will receive the 30%, 90% and 100% plans and documents from the Consultant, and submit one hard copy and one electronic file (.pdf format) to all Parties.

- i. The Parties agree to review the 30% and 90% plans and documents and provide comments to the City of Port St Lucie within thirty (30) calendar days of receiving the submittal. The City of Port St Lucie will forward the review comments to the Consultant for incorporation into the plans and documents.
- j. Upon completion of the design, the City of Port St Lucie will receive the following deliverables from the Consultant and submit to all Parties;
 - i. Signed and sealed construction plans and technical specifications,
 - ii. Permit application submittals.

4. PERMITTING.

- a. Parties agree to obtain the necessary and applicable local development reviews and approvals for the shelters located within their respective jurisdiction.
- b. Parties will be responsible for obtaining the easements and gaining the authority for the Contractor to enter and build the bus shelters on the property located within the respective jurisdiction.
- c. Parties will be responsible for coordinating with and assisting the Contractor with obtaining the needed local permits for construction of the project.
- d. Parties agree that Building permits for each jurisdiction will be applied for by the Contractor.
- e. Parties agree that the FDOT, SFWMD, State and/or Federal Agency permits required for this project will be applied for by the Consultant.
- f. Parties agree to coordinate with the City of Port St Lucie and the Consultant concerning the FDOT, SFWMD, State Agency, and/or Federal Agency permitting for the project located within their respective jurisdictions.
- g. Martin County will coordinate with the City of Stuart concerning the project within the municipal boundary of the City of Stuart.

5. CONSTRUCTION BID – BID DOCUMENTS, ADVERTISEMENT, REVIEW, AND AWARD.

- a. The City of Port St Lucie agrees to develop bid documents and advertise for a Contractor to construct the project in accordance with the construction plans and

technical specifications following the procurement requirements and procedures of the City of Port St Lucie.

- b. The City of Port St Lucie will review, award, and enter into a contract with the Contractor who provides the best value, as determined by the City of Port St Lucie, for the project.

6. CONSTRUCTION, ENGINEERING, AND INSPECTION (CEI) ENGINEER – REQUEST FOR PROPOSALS (RFP), EVALUATION, SELECTION, NEGOTIATION, AWARD AND MANAGEMENT OF CONTRACT.

- a. The RFP, evaluation of submittals, selection of a CEI Engineer, negotiation with the CEI Engineer, award of the CEI Engineer contract, and management of the CEI Engineer contract will be completed by the City of Port St Lucie in accordance with the JPA requirements and the procurement procedures of the City of Port St Lucie.
- b. Parties will designate a representative to participate in the evaluation and selection committee. The City of Port St Lucie will advise such representative of the evaluation and selection committee meeting times and locations.

7. CONSTRUCTION OF PROJECT

- a. The City of Port St Lucie will manage the construction contract and will be responsible for ensuring that the construction of the project meets all requirements and is completed on schedule in accordance with the contract, construction documents, and JPA.
- b. Parties agree to coordinate and interface with the City of Port St Lucie, CEI Engineer, and Contractor to facilitate the timely and satisfactory construction of the project within their respective jurisdictions.
- c. The Parties agree to perform periodic inspections of the work of the Contractor within their jurisdiction and verify that the project is being constructed in conformance with the local building codes, construction plans and technical specifications.

- d. Parties have the responsibility to coordinate with the City of Port St Lucie, CEI Engineer, and Contractor, as appropriate, to ensure that the appropriate documentation, inspections and certifications for their jurisdiction are being maintained.

8. PROJECT COMPLETION, ACCEPTANCE, AND TURNOVER.

- a. Parties are responsible for issuing a Letter of Acceptance to the City of Port St. Lucie to acknowledge the acceptance, maintenance responsibility, and ownership for their applicable bus shelters. The Letter of Acceptance will be issued after satisfactory completion of the work by the Contractor.
- b. Parties agree that the construction completion, acceptance, and turnover of the project will be done in an expeditious and timely manner.
- c. The goal of the project is to have the construction, acceptance, and turnover completed at least thirty (30) days prior to the expiration of the JPA (May 29, 2015).
- d. Parties realize and acknowledge that additional supplements to the JPA may extend the expiration date.

9. MAINTENANCE.

- a. Parties agree to use the project, in their respective jurisdiction, for public transportation purposes.
- b. Parties agree to maintain the project, in their respective jurisdiction, in good working order.
- c. Parties agree to maintain property records, conduct physical inventories, develop control systems and comply with property management standards as required by the Code of Federal Regulations, Title 49 – Transportation, Part 18.

10. EFFECTIVENESS. This Agreement shall be effective upon filing with Clerk of the Circuit Court of St. Lucie County, Florida, and the Clerk of the Circuit Court in Martin County, Florida, in accordance with Section 163.01(11), Florida Statutes.

11. TERMINATION. This Agreement will terminate upon completion of the project JPA date (May 29, 2015) unless otherwise extended by FDOT.

12. NOTICES. Any notices pursuant to this Agreement shall be given to the Parties in writing as follows:

City of Fort Pierce:	City Manager 100 N. US 1 Fort Pierce, FL 34950	City Attorney 100 N. US 1 Fort Pierce, FL 34950
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City of Port St. Lucie:	City Manager 121 S.W. Port St. Lucie Blvd. Port St. Lucie, Florida 34984	City Attorney 121 S.W. Port St. Lucie Blvd. Port St. Lucie, Florida 34984
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Martin County:	County Administrator 2401 SE Monterey Road Stuart, FL 34996	County Attorney 2401 SE Monterey Road Stuart, FL 34996
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St. Lucie County	County Administrator 2300 Virginia Avenue Fort Pierce, Florida 34982	County Attorney 2300 Virginia Avenue Fort Pierce, Florida 34982
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13. NONDISCRIMINATION. All Parties to this Agreement agree not to discriminate against any person on the basis of race, religion, national origin, age, sex, or marital status in the use of facilities pursuant to this Agreement.

14. FURTHER DOCUMENTS. Each of the Parties hereto hereby agree that they will execute and deliver such further instruments and do such further acts and things as may be necessary or desirable to carry out the purpose of this Agreement.

15. CAPTIONS. Sections and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement, or any provision hereof.

16. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

17. GOVERNING LAW. This Agreement and the rights of the partners shall be governed by and construed or enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the Parties as of the _____ day of _____, 2013.

ATTEST: CITY OF FORT PIERCE

Linda Cox, City Clerk

Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS



Robert V. Schwerer, City Attorney

ATTEST: CITY OF PORT ST LUCIE

Karen A. Phillips, City Clerk

Joann M. Faiella, Mayor

APPROVED AS TO FORM AND CORRECTNESS



Stefanie Beskovoyne, Assistant City Attorney

ATTEST: MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS

Carolyn Timmann,
Clerk of the Circuit Court

Sarah Heard, Chair

APPROVED AS TO FORM AND CORRECTNESS

Michael D. Durham, County Attorney

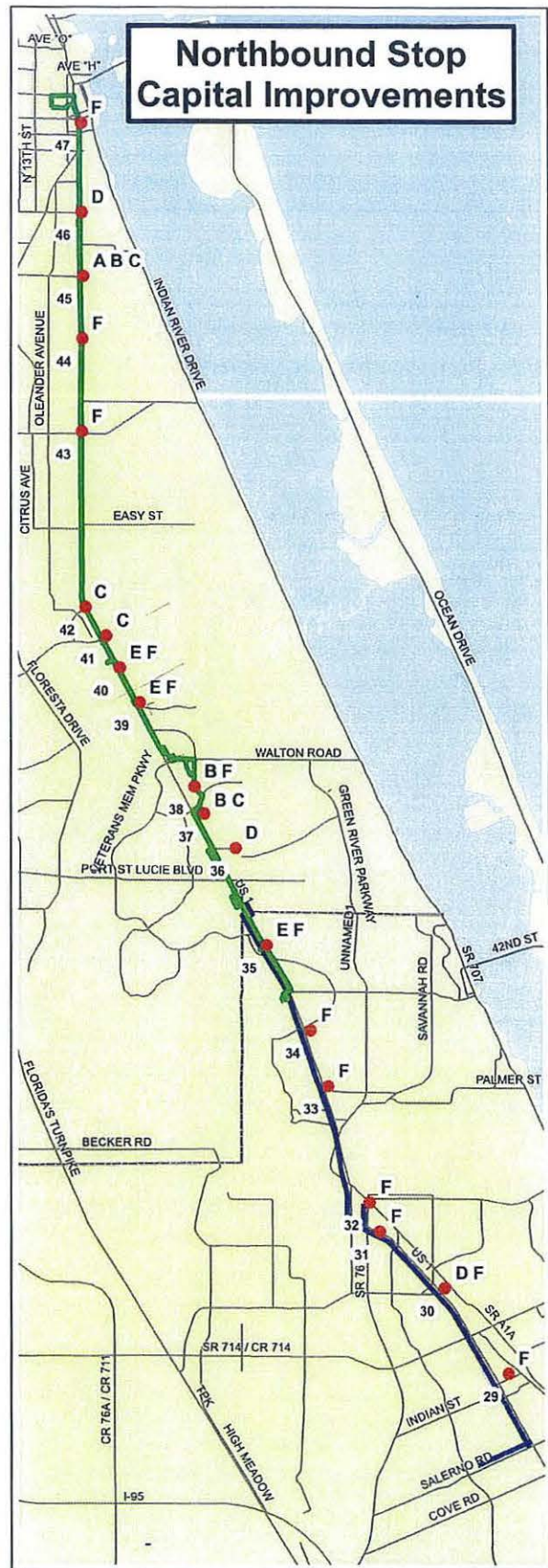
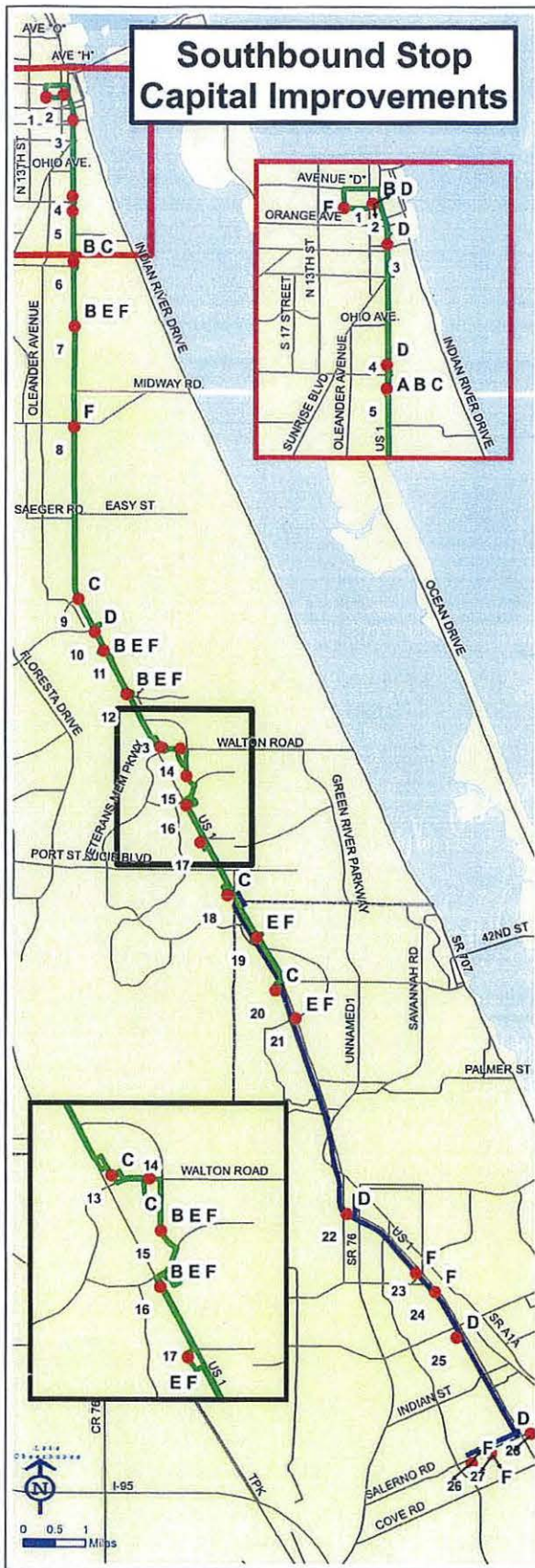
ATTEST: ST LUCIE COUNTY



Joe Smith,
Clerk of the Circuit Court

Todd Mowery, Chairman

APPROVED AS TO FORM AND CORRECTNESS

Daniel McIntyre, County Attorney



<p>Legend</p> <ul style="list-style-type: none"> ● TCC Stop — St. Lucie TCC Route — Martin TCC Route 	<p>Improvement Category</p> <ul style="list-style-type: none"> A - Bus Bay B - Sidewalk C - Standard Shelter Stop D - Standard Bench Stop E - Boarding & Alighting Area F - Map/Information 	 <p>Map 2-1 TCC Bus Stop Capital Improvement Plan</p> 
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EXHIBIT

"A"

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Linda Cox, City Clerk

Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS

Robert V. Schwerer, City Attorney

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Robert V. Schwerer, City Attorney