

## INTERLOCAL AGREEMENT

### BETWEEN PINELLAS COUNTY AND THE CITY OF ST. PETE BEACH FOR THE RELOCATION OF PINELLAS COUNTY UTILITIES AND RECLAIMED WATER LINES MAINTAINED BY PINELLAS COUNTY IN CONJUNCTION WITH THE PROPOSED ROADWAY, SIDEWALK AND DRAINAGE CONSTRUCTION IMPROVEMENTS ALONG GULFWINDS DRIVE FROM GULF BOULEVARD TO 73<sup>rd</sup> AVENUE.

#### SECTION 1 INTENT OF AGREEMENT

This AGREEMENT, made and entered into this 23 day of May, 2023, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, acting by and through its County Administrator, hereinafter referred to as "COUNTY", and the CITY OF ST. PETE BEACH, FLORIDA, a municipal corporation within said Pinellas County, acting by and through its City Commission, herein referred to as "CITY".

WITNESSETH that:

WHEREAS, the CITY desires to construct roadway, sidewalk, and drainage system improvements along Gulf Winds Drive; and

WHEREAS, the COUNTY owns and operates potable water lines, service connections, and fire hydrants that require relocation along Gulf Winds Drive, from Gulf Boulevard to 73rd Avenue, as described in Exhibit A, herein referred to as the "PROJECT"; and

NOW, THEREFORE, in consideration of the monies hereinafter agreed to be paid and the mutual covenants contained herein, the parties hereby mutually agree as follows:

#### SECTION 2 SCOPE OF CONSTRUCTION SERVICES

The scope of Construction Services for the PROJECT shall include the following:

The relocation of potable water lines, addition of fire hydrants for public safety, appurtenances and service connections found in conflict with the proposed roadway, sidewalk, and drainage system improvements along Gulf Winds Drive, from Gulf Boulevard to 73rd Avenue.

The project will potentially include a pipe offset relocation of the City owned 16" Reclaimed Water Transmission Main.

#### SECTION 3 SERVICES TO BE PROVIDED BY THE CITY

The CITY's Engineer shall design the roadway, sidewalk, and drainage improvements as part of its Gulf Winds Drive roadway, sidewalk, and drainage improvement plans and produce construction drawings, specifications, quantity list and cost estimate.

KEN BURKE, CLERK OF COURT  
AND COMPTROLLER PINELLAS COUNTY, FL  
INST# 2023189775 07/21/2023 03:32 PM  
OFF REC BK: 22512 PG: 259-265  
DocType:AGM

The CITY will provide a representative to attend construction meetings and inspect the construction of the roadway, sidewalk, and drainage improvements to ensure that construction is completed in accordance with the construction plans and specifications.

Upon acceptance and approval of the construction plans and specifications by all parties, the CITY shall hire a contractor to construct the PROJECT.

Upon completion of the entire PROJECT, the CITY shall ensure that any warranty, including materials, equipment, workmanship, and closeout documents, by the contractor constructing the PROJECT, is passed on to the COUNTY under the same terms and conditions as that warranty applies to facilities constructed or installed on behalf of the CITY.

#### **SECTION 4 SERVICES TO BE PROVIDED BY THE COUNTY**

The COUNTY will produce potable water lines, fire hydrants, appurtenances and service connections relocation construction drawings, specifications, quantity list, and cost estimate suitable to construct the PROJECT.

The COUNTY will provide a representative to attend construction meetings and inspect the construction of the PROJECT to ensure that COUNTY standards are met.

The COUNTY will submit and obtain any permits associated with the relocation of the COUNTY'S utilities and operation within the PROJECT.

When construction of the work is completed, the COUNTY shall own, operate, and maintain the up-grades to the potable water system and shall continue to maintain and operate the reclaimed water lines.

#### **SECTION 5 FUNDING AND INVOICING**

The COUNTY will pay 100% of the total cost of relocation and installation of watermain offsets, along Gulf Winds Drive, from Gulf Boulevard to 73rd Avenue, and all the fire hydrants, service connections and appurtenances found in conflict with the CITY'S proposed roadway and drainage system improvements. The total COUNTY cost is estimated at Three Hundred Thousand Dollars (\$300,000.00).

The COUNTY will pay 40% of cost for the City owned 16-inch reclaimed water transmission main pipe offset relocations along Gulfwinds Drive, estimated to be Fifty Thousand Dollars (\$50,000.00).

The COUNTY will pay an additional 10% of the total cost of construction and relocation of COUNTY potable water utilities and 10% of the reclaimed water transmission lines offsets. The cost is estimated to be Thirty-Five Thousand Dollars (\$35,000.00) and will include mobilization, maintenance of traffic and miscellaneous administrative fees of the PROJECT.

The CITY shall initially pay the total construction cost for the PROJECT. The City will invoice the COUNTY for the costs of the relocation of COUNTY utilities and the COUNTY'S share of the

reclaimed water lines, at an estimated cost of Three Hundred Eighty-Five Thousand Dollars (\$385,000.00), upon approval of the COUNTY Project Manager. The COUNTY shall pay the CITY in accordance with the Florida Prompt Payment Act time schedule for construction projects. Each Agency is committed to completing the PROJECT. Should the total estimated amount of Three Hundred Eighty-Five Thousand Dollars (\$385,000.00) specified above be exceeded, an amendment to the Agreement will be required.

During construction, the CITY shall process invoices from the contractor and submit a copy to the COUNTY along with progress reports and requests for payment.

## **SECTION 6 BONDS, INSURANCE, AND INDEMNIFICATION**

The CITY will require the construction contractor to comply with the following conditions. The COUNTY shall be responsible for the costs attributed to said compliance with these conditions as part of the UTILITY WORK, subject to the total estimated cost established in Section 5:

- A. Indemnify, hold harmless, pay the costs of defense on behalf of and defend the COUNTY and its agents and employees and the CITY and its agents and employees from and against all claims, damages, losses, and expenses arising out of or resulting from the performance of the PROJECT or the UTILITY WORK;
- B. Provide a dual obligee bond in the full amount of the PROJECT, naming the COUNTY and the CITY as obligees; and
- C. Provide insurance coverage requiring the CITY's contractor name the COUNTY and the CITY as additional insured entities and certificate holders.

## **SECTION 7 ACCOUNTING RECORDS**

Records of expenses pertaining to all services performed shall be kept in accordance with generally recognized accounting principles and procedures.

## **SECTION 8 TERM OF AGREEMENT**

This Agreement shall take effect immediately upon filing with the Clerk of the Circuit Court in Pinellas County in accordance with Florida Statutes, Section 163.01(11), and shall continue in full force and effect until the CITY provides to the COUNTY mutually agreeable documentation which substantiates that this Agreement has been fully performed and COUNTY has paid all invoices under Section 5.

## **SECTION 9 TERMINATION**

Upon written notice, this Agreement may be terminated by any of the parties in the event of substantial failure of another party to fulfill its obligation under this Agreement through no fault of the terminating party. This Agreement shall be deemed terminated on the fifteenth (15th) day after receipt of written notice of termination. The CITY, however, shall be entitled to receive payment for all work completed as of the date of termination.

**SECTION 10  
NOTICE**

All notices or reports under this Agreement shall be directed to the following addresses:

Project Manager for the COUNTY:      Guillermo Q. Bay, E.I.  
Pinellas County Utilities Engineering  
14 S. Ft. Harrison Avenue, 6<sup>th</sup> Floor  
Clearwater, FL 33756

Project Manager for the CITY:        Brett Warner, P.E.  
City of St. Pete Beach  
155 Corey Avenue  
St. Pete Beach, FL 33706

Engineer of Record for the CITY:     John Seals, P.E.  
Kimley-Horn  
201 North Franklin Street, Suite 1400  
Tampa, FL 33602

**SECTION 11  
ENTIRE AGREEMENT**

This document embodies the whole Agreement of the parties. There are no promises, terms, conditions, or allegations other than those contained herein, and this document shall supersede all previous communications, representations and/or Agreements, whether written or verbal, between the parties hereto. This Agreement may be modified only in writing executed by all parties. This Agreement shall be binding upon the parties, their successors, assigns and legal representatives.

**SECTION 12  
EXHIBIT**

The following Exhibit "A" is attached, incorporated, and made a part of this Agreement: Gulf Winds Drive from Gulf Boulevard to 73rd Avenue – PID No.005556A.

**SECTION 13  
CONFLICTS AND SEVERABILITY**

If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

**SECTION 14  
COUNTERPARTS**

This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned, and transmitted electronically, and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

**SECTION 15  
PUBLIC RECORDS**

This Agreement and any extensions, amendment, or attachments related hereto are public records subject to Chapter 119, Florida Statutes.

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto, or their lawful representative, have executed this Agreement as of the date first above written.

CITY OF ST. PETE BEACH,  
a municipal corporation  
of the State of Florida

PINELLAS COUNTY, FLORIDA, a  
political subdivision of the State of  
Florida, by and through its Board  
of County Commissioners

By: [Signature]  
Adrian Petrila, City Mayor

By: [Signature]  
Janet C. Long, Chair

ATTEST:

WITNESS:

ATTEST: KEN BURKE, CLERK

By: [Signature]  
Amber LaRowe, City Clerk

By: [Signature]



APPROVED AS TO FORM:

APPROVED AS TO FORM

By: [Signature]  
Office of City Attorney

By: [Signature]  
Office of the County Attorney

I, Kenneth P. Burke, Clerk of the Circuit Court and Clerk Ex-Officio,  
Board of County Commissioners, do hereby certify that the above and  
foregoing is a true and correct copy of the original as it appears in the  
official files of the Board of County Commissioners of Pinellas County,  
Florida. Witness my hand and seal of said County FL this 21 day of  
July, 2023

KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk of the  
Board of County Commissioners, Pinellas County, Florida.

By: [Signature]  
Deputy Clerk



EXHIBIT A

Exhibit A - Gulf Winds Dr from 73rd Ave to Gulf Blvd - PID No. 005556A



Pinellas County, without GIS Department. The information being provided is not available for any other purpose. The data contained on this map is for informational purposes only and is not intended to be used for any other purpose. No warranty is made by Pinellas County for any errors or omissions in this map. The GIS information is not a replacement for locating information from the official GIS information. Pinellas County, without GIS Department.

Designed by:  
Drawn by:  
Approved by:

0 0.03 0.06 0.12 0.18 0.24 Miles