

FUNDING AGREEMENT BETWEEN
THE CITY OF LARGO
AND
PINELLAS COUNTY
FOR
TRAIL UPGRADES AT
GEORGE C. MCGOUGH NATURE PARK

THIS AGREEMENT is entered into this 8 day of September, 2017, by Pinellas County, a political subdivision of the State of Florida (“County”), and the City of Largo, a municipality of the State of Florida within Pinellas County (“Largo”) (this “Agreement”).

WITNESSETH:

WHEREAS, County received funds through a settlement with parties responsible for the Deepwater Horizon accident which affected the Gulf of Mexico and communities in the region including Pinellas County;

WHEREAS, County has identified and approved projects intended to benefit the public or that serve a public benefit that the Pinellas County Board of County Commissioners intends to be enhanced with funding from the aforementioned settlement;

WHEREAS, on December 13, 2016, the Pinellas County Board of County Commissioners adopted Resolution 16-90 delegating to the County Administrator the authority to enter into agreements with entities necessary to effectuate the approved projects within the amounts approved by the Pinellas County Board of County Commissioners for each project; and

WHEREAS, Largo is one of the entities necessary to effectuate the “Largo Nature Park Trail Upgrades Project” approved by the Pinellas County Board of County Commissioners, which proposes to replace approximately 1,100 linear feet of asphalt with new concrete trail at Largo’s George C. McGough Nature Park (the “Project”).

NOW THEREFORE, in consideration of the mutual terms, covenants, representations, and conditions herein contained, the parties agree as follows:

1. Performance of Services:

Largo shall replace approximately 1,100 linear feet of existing asphalt trail with new concrete trail at George C. McGough Nature Park, which is located at 11901 146th St N, Largo, FL 33774, to complete the Project. Largo shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Largo under this Agreement. Largo shall orally consult with County regarding the Project on a monthly basis or at any time upon County’s request.

2. Funding:

County agrees to provide up to \$85,000.00 to Largo on a reimbursement basis for completion of the Project in accordance with the following:

Largo shall submit an invoice ("Invoice") to the County upon completion of the Project. Together with the Invoice, Largo shall submit the following accompanying records: (1) a certification that the Invoice is accurate and that Largo has expended the amount of invoiced funds to complete the Project ("Certification") and (2) a project completion report, summarizing how the invoiced funds, along with funds from any and all other sources, have been expended with evidence of the Project's completion ("Project Completion Report").

Within forty-five (45) days of receiving the Invoice, County shall either: (1) provide full payment to Largo for that Invoice; or (2) if County finds the Invoice, Certification, or Project Completion Report unacceptable for any reason, provide written notice to Largo of any defects. If County provides a written notice of defects, Largo shall have thirty (30) days from receipt of said notice to cure said defects and provide written evidence of same to County; if Largo fails to cure the defects within the requisite timeframe, or if County finds the evidence of such corrections to be defective for any reason, this Agreement is subject to termination with cause in accordance with Section Four (4) below.

3. Agreement Term:

This Agreement shall become effective upon execution by both parties and expire on December 31, 2018, unless terminated earlier as provided in Section Four (4) below.

4. Termination:

This Agreement may be terminated in writing by either party: (1) without cause upon fifteen (15) days of receipt of notice of termination by the other party; or (2) with cause immediately upon receipt of a notice of termination by the other party.

In accordance with Section Five (5) below, any termination notice shall be sent by e-mail or USPS Certified Mail and deemed delivered or received on the date reflected by the e-mail read receipt or certified mail delivery receipt.

This Agreement may also be terminated at any time by mutual written agreement of the parties.

5. Project Managers and Notice:

In order to assure proper coordination and review throughout the term of this Agreement,

Largo and County each designate a “Project Manager” as follows:

Largo

Joan Byrne, Director
City of Largo Recreation, Parks, and Arts Department
201 Highland Avenue
Largo, FL 33770
recreationdirector@largo.com

County

Paul Cozzie, Bureau Director
Pinellas County Parks & Conservation Resources Department
12520 Ulmerton Road
Largo, FL 33774
pcozzie@pinellascounty.org

The Project Managers shall be responsible for transmitting and receiving all communications concerning this Agreement to the other party. All notices, invoices, approvals, and other correspondence required by law and this Agreement shall be in writing and delivered via e-mail or USPS Certified Mail to the respective Project Manager. Notice shall be considered delivered or received as reflected by an e-mail read receipt or a certified mail delivery receipt.

6. Payment Limitations and Fiscal Non-Funding:

Project costs incurred prior to the effective date of this Agreement are not fundable under this Agreement.

This Agreement is not a general obligation of County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of this Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by County for any or all of this Agreement, County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. County agrees to promptly notify Largo in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to County.

7. Records and Audit:

Largo agrees:

- a) To retain all data, financial records, statistical records, and any other records (including electronic storage media) pertinent to this Agreement (“Records”) for a period of three

(3) years after termination or expiration of this Agreement or, if an audit has been initiated in accordance with subsection c) of this Section 7 below and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings.

b) To maintain all Records in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of funds provided by County under this Agreement.

c) To assure that all Records are subject at all reasonable times for inspection, review, audit, and duplication by County personnel and other personnel duly authorized by County.

d) To fully comply with the provisions of Chapter 119, Florida Statutes, as applicable.

e) To include all requirements in this Section 7 in all approved contracts and subcontracts under this Agreement.

8. Liability:

County shall not be responsible or liable for the operation, maintenance, or capital refreshment of any assets resulting in any way from the Project. Notwithstanding, each party shall be responsible and liable for its own negligence under this Agreement. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by either party to be sued by third parties in any manner arising out this Agreement or contracts related thereto.

Largo acknowledges that is an independent party and not an agent of County.

9. Modification of Agreement:

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

10. Assignment:

This Agreement may not be assigned by either party without the prior written consent of the other party. The parties each bind itself, its successors, assigns, and legal representatives to the other party hereto and to the successors, assigns, and legal representatives of such other party in respect to all covenants and obligations contained herein.

11. Compliance with Applicable Laws:

Largo shall ensure that at all times and in all aspects of the Project, Largo, its employees, agents, and contractors are in compliance with all applicable Federal, state, and local laws.


12. Governing Laws:

This Agreement and the rights and obligations of the parties hereto shall be governed and construed according to the laws of the State of Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed, as of the day and year first above-mentioned.

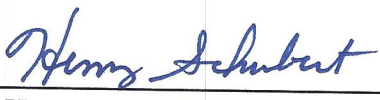
PINELLAS COUNTY, FLORIDA

By: 
Mark. S. Woodard, County Administrator

Approved as to Form:

By: 
Assistant County Attorney

CITY OF LARGO, FLORIDA

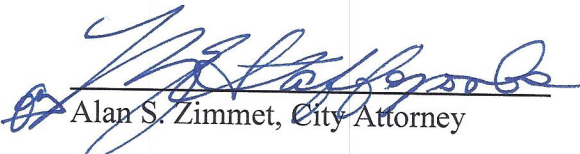
By: 
Henry Schubert, City Manager

ATTEST



Diane Bruner, City Clerk

Reviewed and Approved:


Alan S. Zimmet, City Attorney