

***PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY,  
SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE  
OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE  
NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW.***



**INTERLOCAL AGREEMENT**

**BETWEEN PINELLAS COUNTY AND THE CITY OF CLEARWATER**

**FOR**

**DESIGN AND CONSTRUCTION OF A REPLACEMENT PEDESTRIAN BRIDGE  
WITHIN NORTHEAST COACHMAN PARK /REAM WILSON TRAIL TO SERVE AS A  
SEGMENT OF THE PINELLAS TRAIL LOOP**

**SECTION 1  
INTENT OF AGREEMENT**

**THIS AGREEMENT**, entered into on the 1st day of December 2017, between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the CITY OF CLEARWATER, a municipal corporation of the State of Florida, hereinafter referred to as the CITY, jointly referred to herein as Parties.

**Recitals**

**WHEREAS**, the COUNTY within its adopted Capital Improvement Programs plans to construct the Ream Wilson-Pinellas Trail improvements from SR 590 at CR 535, County Project Number 002933A; and

**WHEREAS**, the COUNTY has identified the preferred alignment is to extend the Pinellas Trail through the CITY's Northeast Coachman Park utilizing a segment of the CITY's existing Ream Wilson Trail network from Northeast Coachman Road (S.R. 590) to Old Coachman Road near Spectrum Stadium; and

**WHEREAS**, the COUNTY and CITY have recognized that the alignment requires an existing Ream Wilson Trail pedestrian bridge over Alligator Creek to be replaced with an appropriate 12 foot pedestrian bridge with a 10 foot wide travel area and widening/reconstructing about 500 feet of Ream Wilson Trail approaching the Alligator Creek pedestrian bridge to the suitable 10 foot width (hereinafter "the PROJECT"); and

**WHEREAS**, the CITY supports the COUNTY in implementing the Pinellas Trail through the CITY for the benefits of all citizens of and visitors to Pinellas County; and

**WHEREAS**, The CITY will contribute \$100,000.00 towards the PROJECT, to offset the COUNTY's cost of design, procurement, construction, and PROJECT inspection; and

**WHEREAS**, this Agreement is made and entered between the parties pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969".

**NOW THEREFORE**, in consideration of the mutual promises herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged by all Parties, it is hereby agreed by and between the Parties as follows:

**SECTION 1  
SERVICES TO BE PROVIDED BY THE CITY**

The CITY will coordinate with the COUNTY during both the design and construction phases of the PROJECT on any efforts needed for the connectivity to the CITY's Trail, Transportation, Drainage and Park system.

The CITY will provide a financial contribution to the COUNTY in accordance with Section 3 of this Agreement for the design, construction and completion of the PROJECT.

The CITY will perform timely reviews of the plans and provide any written comments or concerns to the COUNTY Project Manager within 30 days of receipt of the plans.

**SECTION 2  
SERVICES TO BE PROVIDED BY THE COUNTY**

The COUNTY will coordinate with the CITY during the COUNTY's design and construction phases of the PROJECT on any efforts needed for connectivity to the CITY's Trail, Transportation, Drainage and Park system.

The COUNTY will manage the design and construction phases of the PROJECT, advertise the PROJECT for construction, and award the PROJECT to the lowest responsive, responsible bidder. The COUNTY will provide plans and information to the CITY in a timely manner.

**SECTION 3  
PROJECT FUNDING**

The COUNTY agrees to manage and complete the PROJECT.

The COUNTY will facilitate the development of the design, plans, permits and a total PROJECT cost estimate and will coordinate closely with the CITY.

The CITY will pay the COUNTY One Hundred Thousand Dollars (\$100,000.00) towards the cost of the PROJECT within 30 days' written notice by the County of commencement of design by the COUNTY, and the CITY will provide the payment via electronic funds transfer or mail to:

Finance Division Accounts Receivable  
Pinellas County Board of County Commissioners  
P. O. Box 2438  
Clearwater, Florida 33757

#### **SECTION 4 ADDITIONAL SERVICES**

This Agreement and Project is not intended to affect the current and future maintenance responsibilities of either jurisdiction and does not imply availability of future funding. The COUNTY will complete the PROJECT in close coordination with the CITY. The CITY will continue to maintain the Trail and the pedestrian bridge at completion and in accordance with a separately executed Trail Maintenance Agreement covering this and additional trail segments within the vicinity of the Ream Wilson Trail pedestrian bridge.

#### **SECTION 5 TERMINATION OR MODIFICATION OF AGREEMENT**

This Agreement may be terminated by either party prior to commencement of design upon thirty (30) days written notice.

This Agreement may be modified only in writing executed by all parties.

**SECTION 6  
FISCAL NON-FUNDING**

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 the COUNTY, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the COUNTY for any or all of this Agreement, the COUNTY shall not be obligated to proceed with the PROJECT beyond the portion for which funds are appropriated. The COUNTY agrees to promptly notify the CITY 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 the COUNTY.

**SECTION 7  
OFFICIAL NOTICE**

All notices required by law and by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses:

COUNTY: Pinellas County Public Works  
Ken Jacobs, Transportation Division Director  
22211 US Highway 19 North, Building 1  
Clearwater, FL 33765

CITY: City of Clearwater  
Paul Bertels, City Traffic Engineer  
P. O. Box 4748  
Clearwater, FL 33758

**SECTION 8  
AGREEMENT TO BE FILED WITH THE CLERK OF THE CIRCUIT COURT**

Prior to its effectiveness, this Agreement and subsequent amendments thereto must be filed with the Clerk of the Circuit Court of Pinellas County.

**SECTION 9  
TERM**

This Agreement will become effective upon the filing with the Clerk of Court in accordance with Section 8 and shall remain in effect until the PROJECT's completion and final acceptance by the COUNTY in accordance with the COUNTY's construction contract with the COUNTY's contractor. This Agreement shall be binding upon the parties, their successors, assigns and legal representatives

**SECTION 10  
HOLD HARMLESS**

The COUNTY and CITY agree to be fully responsible for their own acts of negligence, or their employees' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence to the extent permitted by Florida law, including without limitation, Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by either the COUNTY or the CITY. Nothing herein shall be construed as consent by the COUNTY or CITY to be sued by third parties in any manner arising out of this Agreement.

**SECTION 11  
ENTIRE AGREEMENT**

This document embodies the whole agreement between 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.

**SECTION 12  
APPLICABLE LAW**

This agreement shall be governed by the laws of the State of Florida. The Parties agree that venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Pinellas County, Florida.

IN WITNESS WHEREOF, the parties hereto, governed by the laws of Florida, have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, the day and year first above written.

PINELLAS COUNTY, a political subdivision of the State of Florida, acting by and through its County Administrator

By: Mark S. Woodard  
Name: Mark S. Woodard  
Title: County Administrator

**APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY**

By: Christy Simon Powell  
Attorney

City Signature Page  
Interlocal Agreement Between  
Pinellas County and City of Clearwater

Countersigned:

-george n cretekos

George N. Cretekos  
Mayor

CITY OF CLEARWATER, FLORIDA

By: William B. Horne II

William B. Horne, II  
City Manager

Approved as to form:

Matthew M. Smith

Matthew M. Smith  
Assistant City Attorney

Attest:

Rosemarie Call

Rosemarie Call  
City Clerk

