

INTERLOCAL AGREEMENT

This Agreement, made this 1 day of March, 2017, ("effective date") between Pinellas County, a political subdivision of the State of Florida (hereinafter "County"), and Palm Harbor Community Services Agency (PHCSA), a nonprofit organization created to provide library and recreation services to the residents of the Palm Harbor Community Service District, (hereinafter "Funds Recipient").

Recitals

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

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

WHEREAS, on December 13, 2016, the 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 Board of County Commissioners for each project; and

WHEREAS, Funds Recipient is one of the entities necessary to effectuate the land preparation for recreation center project approved by the Board of County Commissioners; and

NOW THEREFORE, the Funds Recipient agrees, in exchange for the funds to be provided by the County, and as further described herein to develop currently vacant, County-owned wooded land into a multipurpose recreation field in accordance with the terms as described below. Development activities will include site surveys, civil engineering design, and site work construction.

1. Recitals. The parties stipulate that the above recitals are true and correct and are hereby incorporated herein.
2. Funding. County agrees to provide \$294,000.00 to Funds Recipient within 30 days of the effective date of the Agreement to fund the Project, as further defined herein.
3. Premises. The Project shall be conducted on a portion of County-owned property located at 1500 16th Street, Palm Harbor, FL 34683 (hereinafter the "Premises"), as further depicted on Exhibit A, attached hereto and incorporated herein.
4. Project Description. Funds Recipient agrees to develop the Premises into a multipurpose recreation field (hereinafter "Project"). The Project shall include necessary land clearing and preparation, permitting, construction work for one (1) multipurpose recreational field in general conformance with Exhibit B (the Final Development Budget) and Exhibit C (Site Plan). The County shall not be responsible for ongoing maintenance, operation or other costs not outlined in Exhibit B or costs that arise after expiration of this Agreement.

5. **Monitoring.** The County shall have the right to monitor the Funding Recipient's activities associated with this Funding Agreement to ensure the funding provided to the Funding Recipient is used for authorized purposes. The Funding Recipient shall submit a final accounting summary document of funds spent, including original invoices, to the County at the completion of the project. The summary document and invoices shall be sent to the Pinellas County Real Estate Management Department, 509 East Avenue South, Clearwater, Florida 33756. Any unspent funds upon completion of the project shall be returned to the County. This provision shall survive the termination of this Agreement.
6. **Term.** This Agreement shall become valid and binding upon the effective date and remain in effect until the completion of the Project or one year from the effective date, whichever is earlier. The term may be extended by written approval of both parties. Completion of the project shall be signified by receipt of the final accounting document, an inspection of the completed project by the County, and a letter from the County to the funding recipient attesting to the satisfactory completion of the work.
7. **Relationship of the Parties.** Nothing contained in this Funding Agreement is intended to or shall be construed as creating or establishing the relationship of employer/employee, principal/agent, or partnership or joint venture between the parties. Funds Recipient is an independent party and is not an agent of the County.
8. **Indemnification.** To the greatest extent of applicable law, Funds Recipient agrees to indemnify and defend County, its officers, and employees, against all costs, expenses, liabilities, suits, claims, losses, damages, and demands of any nature whatsoever arising out of the Project. The Funds Recipient shall defend any said costs, expenses, liabilities, suits, claims, losses, damages, and demands brought against the County.
9. **Insurance.** Subcontractor will carry coverage during construction of athletic fields as shown in Section C insurance requirements attached herein, and will specifically list Pinellas County, a political subdivision of the State of Florida, as an additional insured on the policy(s).
10. **Observance of Laws.** Funds Recipient shall, in all aspects of the Project, ensure that Funds Recipient, its employees, agents or contractors shall be in compliance with all applicable laws, rules, and regulations of any and all governmental and other authorities governing said parties and the work to be completed hereunder. If a dispute arises regarding this agreement, the Laws of Florida shall govern. Proper venue shall be in Pinellas County, Florida.
11. **Default.** The Funding Recipient will be in default of this Funding Agreement if the Recipient materially fails to perform under this Agreement, including but not limited to:
 - a. Failure to comply with any of the rules, regulations or provisions referenced herein, or such statutes, regulations or policies as may become applicable;

- b. Failure of the Funds Recipient to fulfill its obligations within the required time period without a written waiver from the County; or
- c. Improper use of the funds provided under this Agreement.

12. Remedies. In the event the Funds Recipient does not comply with the covenants herein, the County shall be entitled, in addition to all other remedies provided in law or equity:

- a. To compel specific performance by Funds Recipient to perform its obligations hereunder;
- b. To require the Funds Recipient to reimburse the County in whole or in part the funds provided hereunder; or
- c. To the extent allowable by law, recapture unused funds from future Municipal Services Taxing Unit (MSTU) funds.

IN WITNESS WHEREOF, the undersigned have executed this Interlocal Agreement on the day and year first written above.

WITNESS:

C. Traci Rossetti

Print Name: C. Traci Rossetti

FUNDS RECIPIENT:
PALM HARBOR COMMUNITY SERVICES
AGENCY

Rex Haslam

Print Name: Rex Haslam

Title: PHCSA Chairman

DATE: 3-1-17

WITNESS:

Della Klug

Print Name: Della Klug

FUNDS PROVIDER:
PINELLAS COUNTY, FLORIDA
By and through its Board of County
Commissioners

Mark J. Woodard

By: County Administrator

DATE: February 20, 2017

APPROVED AS TO FORM:
OFFICE OF THE COUNTY ATTORNEY

Chelsea Hardy

Chelsea D. Hardy
Assistant County Attorney