

## 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 PHASE 2 OF THE ROADWAY, SIDEWALK AND DRAINAGE CONSTRUCTION IMPROVEMENTS ALONG PASS-A-GRILLE WAY FROM 19TH AVENUE TO 1ST AVENUE.**

### SECTION 1 INTENT OF AGREEMENT

This AGREEMENT, made and entered into this 20<sup>th</sup> day of September, 2017, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, 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", collectively referred to as the "PARTIES".

WITNESSETH that:

WHEREAS, the CITY desires to construct Phase 2 of the roadway, sidewalk and drainage system improvements along Pass-A-Grille Way; and

WHEREAS, the COUNTY owns and operates potable water mains, service connections, fire hydrants and operates and maintains reclaimed water mains referred to herein as "UTILITIES" that will require relocation along Pass-A-Grille Way from 19th Avenue to 1st Avenue as described in Exhibit A, herein referred to as the "PROJECT"; and

WHEREAS, the COUNTY is required to relocate its UTILITIES as part of the PROJECT and agrees to reimburse the CITY for the total cost to relocate its UTILITIES; 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 mains, reclaimed water mains, fire hydrants, appurtenances and service connections found to be in conflict with the proposed roadway, sidewalk and drainage system improvements, pursuant to the construction drawings, along Pass-A-Grille Way from 19th Avenue to 1st Avenue.

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

The CITY's Engineer shall design roadway, sidewalk and drainage improvements as part of its Pass-A-Grille Way roadway, sidewalk and drainage improvement plans and produce construction drawings, specifications, quantity list and cost estimate.

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

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

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.

The CITY shall require that the private contractor add the COUNTY as additional insured to its Commercial General Liability policy.

The indemnification wording in the CITY'S contract with the private contractor shall also include the COUNTY as an indemnified party.

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

The COUNTY will produce utilities relocation documents to address the conflicts with the proposed roadway, sidewalk and drainage system improvements. These documents consist of construction drawings, specifications, quantity list, and cost estimate suitable to construct the PROJECT. If the cost estimates exceed the amount allocated by the COUNTY in Section 5 of this Agreement, the PARTIES shall meet and the COUNTY shall determine whether it will pay the excess cost or redesign the scope of relocating its UTILITIES to meet its stated budget expressed in Section 5 of this Agreement, or the COUNTY may decide to terminate this Agreement in accordance with Section 8. In no case shall the CITY be responsible for costs to relocate COUNTY UTILITIES. In the event of an excess cost to relocate the COUNTY UTILITIES, the COUNTY shall notify the CITY of its decision in writing.

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 main system and shall continue to maintain and operate the reclaimed water mains.

**SECTION 5  
FUNDING AND INVOICING**

The COUNTY will pay 100% of the total cost of construction, relocation of the potable water mains, service connections, fire hydrants and appurtenances found to be in conflict with the proposed roadway, sidewalk and drainage system improvements along Pass-A-Grille Way from 19th Avenue to 1st Avenue, which shall not exceed One Million, Seven Hundred Thousand Dollars (\$1,700,000.00).

The COUNTY will pay 43% of cost for the reclaimed water transmission main relocations and appurtenances related to the 16" reclaimed water transmission main relocation along Pass-A-Grille Way which shall not exceed Two Hundred Thousand Dollars (\$200,000.00).

The COUNTY will additionally pay 10% of the total cost of construction and relocation of COUNTY UTILITIES which shall not exceed One Hundred, Ninety Thousand Dollars (\$190,000.00) that will cover for 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 reclaimed water mains, not to exceed Two Million, Ninety Thousand Dollars (\$2,090,000.00) upon approval of the COUNTY Project Manager, except that this cost may exceed \$2,090,000.00 pursuant to Section 4 of this Agreement, but in no circumstance shall the CITY be responsible for the cost to relocate COUNTY UTILITIES.

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. The COUNTY shall pay the CITY in accordance with the Florida Prompt Payment Act time schedule for construction projects.

**SECTION 6  
ACCOUNTING RECORDS**

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

**SECTION 7  
TERM OF AGREEMENT**

This Agreement shall commence on the date of execution and shall remain in effect until the CITY provides to the COUNTY mutually agreeable documentation which substantiates that this Agreement has been fully performed.

**SECTION 8  
TERMINATION**

Upon written notice, this Agreement may be terminated by either of the PARTIES in the event of a material breach of the other party to fulfill its obligation under this Agreement through no fault of the terminating party, or if the COUNTY decides not to relocate its UTILITIES in accordance with Section 4 of this Agreement. (A material breach is a failure to do something that is so fundamental to this Agreement that the failure to perform that obligation defeats the essential purpose of this Agreement or makes it impossible for the other party to perform under this Agreement.) 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 9  
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.  
Office of Engineering & Technical Support  
14 S. Ft. Harrison Avenue, 6<sup>th</sup> Floor  
Clearwater, FL 33756

Project Manager for the CITY:           Mike Clarke  
City of St. Pete Beach  
155 Corey Avenue  
St. Pete Beach, FL 33706

Engineer of Record for the CITY:       Jeff Earhart, P.E.  
CPWG, Inc.  
2215 Wembley Place  
Oviedo, FL 32765

**SECTION 10  
PRIOR AGREEMENTS**

Nothing in this Agreement is intended to modify the Reclaimed Water Service agreement between the COUNTY and the CITY and the CITY of SOUTH PASADENA executed September 24, 1991, the maintenance and customer services agreement between the COUNTY and the CITY executed November 24, 1992 and the renewal Agreement for Maintenance and Customer Services between the COUNTY and the CITY executed November 4, 1997. Including the utility relocates agreement approved May 19, 2015 and amendment No. 1 approved January 10, 2017.

**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, whether written or verbal between the PARTIES with respect to the subject matter herein. 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.

**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

By:   
Alan Johnson, City Mayor

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

By: \_\_\_\_\_  
Chairman

ATTEST:

By:   
Rebecca Haynes, CMC City Clerk

ATTEST: KEN BURKE, Clerk

By: \_\_\_\_\_  
Deputy Clerk  
(Seal)

APPROVED AS TO FORM:

By:   
Andrew W. J. Dickman, City Attorney

APPROVED AS TO FORM:

By:   
Office of the County Attorney

**EXHIBIT A – PASS A GRILLE WAY UTILITY RELOCATION**

