

***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 SAFETY HARBOR

FOR

**DESIGN AND CONSTRUCTION OF A REPLACEMENT PEDESTRIAN BOARDWALK
BETWEEN NORTH BAYSHORE DRIVE AND PHILIPPE PARK DRIVE**

**SECTION 1
INTENT OF AGREEMENT**

THIS AGREEMENT, entered into on the ____ day of _____201__, between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the CITY OF SAFETY HARBOR, a municipal corporation of the State of Florida, hereinafter referred to as the CITY, jointly referred to herein as Parties.

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

WHEREAS, the CITY has requested the COUNTY replace the existing substandard pedestrian boardwalk between North Bayshore Drive and Phillippe Park Drive, hereinafter referred to as the PROJECT, and has requested the COUNTY utilize the financial benefit of the Settlement funds in addition to the agreed upon financial contribution from the CITY; and

WHEREAS, the pedestrian boardwalk is located in the city limits of Safety Harbor, is owned by Pinellas County and serves as a connector to a County park; and

WHEREAS, the CITY's request for the COUNTY to replace this critical link between Philippe Park and the local roadway network with a boardwalk that is sufficient (15 feet wide) to serve to improve access, increase bicycling and pedestrian use and provide enhanced special event usage; and

WHEREAS, the CITY's request for the COUNTY to replace this bridge is eligible to be funded with Settlement funds.

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 roadway system and the County's Philippe Park, including, but not limited to permitting any connections to the CITY's roadway system.

The CITY commits to providing financial contribution to the COUNTY in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) 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 both the design and construction phases of the PROJECT on any efforts needed for connectivity to the CITY's roadway system and the County's Philippe Park.

The COUNTY will manage the design and construction phases of the PROJECT and advertise the PROJECT for construction. The PROJECT will be awarded to the lowest responsive, responsible bidder.

The COUNTY will provide funding for the PROJECT using Settlement funds, in an amount not to exceed Two Hundred and Fifty Thousand Dollars (\$250,000) for the PROJECT.

SECTION 3
PROJECT FUNDING

The COUNTY agrees to fund the CITY's requested PROJECT up to an amount not to exceed Two Hundred and Fifty Thousand Dollars (\$250,000), which includes the cost by the COUNTY to provide project management and construction inspection.

The total estimated cost of the PROJECT, including design and construction, is not expected to exceed Five Hundred Thousand Dollars (\$500,000). Additionally, should the selected contractor's bid or total project cost exceed Four Hundred Fifty Thousand Dollars (\$450,000.00), the COUNTY will notify the CITY and the CITY can terminate this Agreement in accordance with Section 5. In the event that the PROJECT exceeds the anticipated \$500,000 and the CITY does not terminate the Agreement, the CITY will cover any overages and deposit those funds with the COUNTY.

Upon 30 days of notice that the COUNTY is commencing design, the CITY will deposit with the COUNTY Two Hundred and Fifty Thousand Dollars (\$250,000.00) via electronic funds transfer. If the CITY fails to timely provide funding, this contract will automatically terminate, notwithstanding the provisions of Section 5 of this Agreement.

The COUNTY will facilitate the development of the design, plans, permits and a total project cost estimate. At the acceptance of the cost estimate by the County, the County shall notify the CITY within ten (10) days of the total cost estimate. Within thirty (30) days thereafter, the CITY shall deposit with the COUNTY any difference between the cost

estimate, plus a 10% contingency and the CITY's deposit combined with the COUNTY's contribution of Two Hundred and Fifty Thousand Dollars (\$250,000), plus 10% contingency.

The COUNTY shall pay for the PROJECT in accordance with the terms of any contract the COUNTY enters into in furtherance of this agreement, with funds drawn in equal shares from the COUNTY's Settlement fund commitment and from the CITY's deposit, unless and until the COUNTY's Settlement fund contribution is depleted, after which all funds shall be drawn from the CITY's deposit.

Upon Termination of this Agreement , , the COUNTY will provide the CITY an accounting of expenditures, if any, incurred on the PROJECT and amounts paid from the COUNTY's funds and the CITY's deposit.

SECTION 4 ADDITIONAL SERVICES

The COUNTY shall not enter into any agreements for additional services that would require additional reimbursement without advance written approval and deposit by the CITY. 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.

SECTION 5 TERMINATION OR MODIFICATION OF AGREEMENT

This Agreement may be terminated prior to commencement of demolition or construction by either party upon thirty (30) days written notice. Any unexpended funds deposited by the CITY will be reimbursed to the CITY within sixty (60) days after termination.

This Agreement is subject to the availability of funding. This Agreement may be modified only in writing executed by all parties.

SECTION 6 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 19, Building 1
Clearwater, FL 33765

CITY: City of Safety Harbor
Matt Spoor, City Manager
750 Main Street
Safety Harbor, FL 34695

SECTION 7

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 8

TERM

This Agreement will become effective upon the date of approval and shall remain in effect until the PROJECT'S completion and final acceptance. This Agreement shall be binding upon the parties, their successors, assigns and legal representatives

SECTION 9

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 10

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 10
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.

CITY OF SAFETY HARBOR
A municipal corporation of the State
of Florida

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

By: _____
Matt Spoor
City Manager

By: _____
Mark S. Woodard
County Administrator

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Office of City Attorney