

Interlocal Agreement

This interlocal agreement (the "Agreement") made and entered into this 8th day of January 2018 by and among Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", the City of Clearwater, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY", and Pinellas Suncoast Transit Authority, an independent special district, hereinafter referred to as "PSTA".

WITNESSETH:

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

WHEREAS, the County and the City are considering the possibility of a joint-use facility with the potential benefits of a shared public investment, economies of scale, and efficiencies of operations and related financial savings; and

WHEREAS, the County will commission a study to update the findings of a 2008 study of the technical feasibility of a joint-use facility, and evaluate potential site locations, hereinafter referred to as the "STUDY"; and

WHEREAS, the County will share in specific costs as delineated in paragraphs 2 and 3 of this Agreement; the City will share in specific costs as delineated in paragraphs 2 and 4 of this Agreement; and

WHEREAS, PSTA owns a portion of a property to be considered as a potential site for the joint-use facility.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by the parties hereto as follows:

1. PURPOSE

The purpose of this Interlocal Agreement is that the County and the City participate and fund a STUDY to update the findings of a 2008 study of the technical feasibility of a joint-use facility, and evaluate potential site locations; that PSTA, as a partner and as the owner of a portion of a property to be considered as a potential site for the joint-use facility, participate in providing review of the consultant's deliverable.

2. JOINT RESPONSIBILITIES – County and City

The County and the City agree to:

- a. Jointly and equally fund costs associated with the STUDY, which costs shall not exceed \$74,868.00 for either party.
- b. Specifically, the County and City agree to share in the costs for the following:
 1. Site Evaluation
 - Evaluate three potential sites in Downtown Clearwater for their ability to adequately accommodate the joint-use facility

- Develop a conceptual layout to test fit the program requirements on each site
- Review zoning codes for each site
- Develop advantages and disadvantages for each site
- Provide budget estimates for site improvements on each site

2. Project Meetings

- Meet with consultant to review and finalize all reports

3. Final Report and Presentation

- Consultant's final report of findings and presentation of findings to Pinellas County Board of County Commissioners and the Clearwater City Council

3. COUNTY'S RESPONSIBILITIES

The County agrees to:

- a. Contract directly with the consultant for services.
- b. Appoint a contract manager to manage the STUDY and provide coordination with the City.
- c. Provide all deliverables to the City.
- d. Provide professional review of the deliverable.
- e. Submit detailed invoices to the City for payment of services, which the City has agreed to share, as defined above.

4. CITY'S RESPONSIBILITIES

The City agrees to:

- a. Appoint a liaison to interact with County and the consultant during the STUDY.
- b. Provide the consultant with information.
- c. Provide professional review of the deliverable.
- d. Promptly pay invoice(s) submitted by the County for services, which the City has agreed to share, as per Florida Prompt Payment Act.

5. PSTA'S RESPONSIBILITIES

PSTA agrees to:

- a. Provide professional review of the deliverable.

6. TERM

The term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date, as further defined herein.

7. TERMINATION

- a. Except as provided in the subparagraphs below, any party hereto may terminate its participation in this Agreement upon no less than thirty (30) days written notice to the other parties prior to the effective date of its withdrawal. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. A withdrawing party remains responsible for its share of any costs already obligated or incurred up to the effective date of its withdrawal.
- b. In the event funds are not appropriated by any party in any succeeding fiscal year for the purposes described herein, then this Agreement shall be deemed to terminate at the expiration of the last fiscal year for which funds were appropriated and expended, without penalty or expense of either party.
- c. This Agreement may be terminated by any party for any breach by another party of the terms of this Agreement upon twenty-four (24) hours written notice. Said notice shall be delivered to the other party by certified mail, return receipt requested, or in person with proof of delivery. Each party may at its discretion waive any breach by the other party in writing, but such waiver shall not constitute a waiver of any future breaches, including breaches of the same type.

8. INDEMNIFICATION

The COUNTY, CITY and PSTA agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence only to the extent permitted by Section 768.28, Florida Statutes. Nothing herein is intended to make COUNTY responsible for the acts of any consultant hired pursuant to the terms of this Agreement to perform services hereunder. COUNTY shall require said consultant to indemnify and defend the COUNTY and the CITY for any claim that may arise in the performance of services under the subject agreement. Nothing herein is intended to nor shall it be construed as a waiver of any immunity from or limitation from liability that the COUNTY, the CITY, and PSTA are entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by the COUNTY, the CITY, or PSTA to be sued by third parties in any manner arising out of this Agreement.

9. OFFICIAL NOTICE

All notices required by law and by this Agreement to be given by one (1) party to the others shall be in writing and shall be sent to the following respective addresses:

COUNTY: Pinellas County Real Estate Management Department
Attn: Andrew W. Pupke, Director
509 East Avenue South
Clearwater, FL 33756
Telephone: (727) 464-3237

CITY: City of Clearwater
Attn: Micah Maxwell, Assistant City Manager
P.O. Box 4748
Clearwater, FL 33758-4748
Telephone: (727) 562-4058

PSTA: Pinellas Suncoast Transit Authority
Attn: Brad Miller, Chief Executive Officer
3201 Scherer Drive
St. Petersburg, FL 33716

10. OWNERSHIP OF PROJECT

Upon completion of the STUDY, the City and County will share equally in the ownership of the final report.

11. AUDIT REQUIREMENTS

- a. All parties' records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by another party's agents or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted pursuant to the execution of this Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs, including overhead allocations as they may apply to costs associated with this Agreement.
- b. For the purpose of such audits, inspections, examinations and evaluations, each party's agent or authorized representative shall have access to said records from the effective date of the Agreement, for the duration of work, and until three (3) years after the date of final payment by the parties pursuant to this Agreement.
- c. The parties' agents or authorized representatives shall have access to all facilities and all necessary records in order to conduct audits in compliance with this Section. The parties' agents or authorized representatives shall give the other party reasonable advance notice of intended inspections, examinations, and/or audits.

12. ASSIGNMENTS

- a. Neither party shall assign their respective responsibilities pursuant to this Agreement to another party without prior written approval of the other parties.
- b. No such approval of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation by the County or City in addition to the reimbursement obligation stated in this Agreement. All such assignments shall be subject to the conditions of this Agreement.

13. AMENDMENTS

No amendments to this Agreement may be made without prior written approval of the parties.

14. GOVERNING LAW

The laws of the State of Florida shall govern this Agreement.

15. SEVERABILITY

The terms and conditions of the Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect, unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

16. 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, and/or agreement, whether written or verbal, between the parties hereto. This Agreement may be modified only in writing executed by all parties.

17. EFFECTIVE DATE

This Agreement shall be effective upon execution by both parties and upon filing of the Agreement with the Pinellas County Clerk of the Circuit Court.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

ATTEST: Ken Burke
Clerk of Circuit Court

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

By: *Arlene L Smitke*
Print Name: Arlene L Smitke
Print Title: Deputy Clerk

BY: *Karen Williams Seel*
Print Name: Karen Williams Seel
Print Title: Chair

(SEAL)

ATTEST: City Clerk

CITY OF CLEARWATER, FLORIDA
By and through its City Council

By: *Rosemary Call*
Print Name: Rosemary Call
Print Title: City Clerk

BY: *George N. Cretekos*
Print Name: George N. Cretekos
Print Title: Mayor

(SEAL)

WITNESS:

PINELLAS SUNCOAST TRANSIT AUTHORITY
By and through its Chief Executive Officer

By: *Rachael Cappolla*
Print Name: Rachael Cappolla
Print Title: Exec. Asst.

BY: *Brad Miller*
Print Name: Brad Miller
Print Title: CEO

(SEAL)

APPROVED AS TO FORM
OFFICE OF THE COUNTY ATTORNEY
By: *Cherry*
Title: Asst. County Attorney

Approved as to Form
Pamela K. Akin
Pamela K. Akin
Clearwater City Attorney