

***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 BELLEAIR BEACH
FOR
DESIGN AND CONSTRUCTION OF MAST ARM SIGNALIZATION
AT GULF BOULEVARD AND CAUSEWAY BOULEVARD**

PID No. 002680A

**SECTION 1
INTENT OF AGREEMENT**

THIS AGREEMENT, entered into on the 24th day of November 20115 between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the CITY OF BELLEAIR BEACH, a municipal corporation of the State of Florida, hereinafter referred to as the CITY.

WITNESSETH, That:

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 signalization at the intersection of Gulf Boulevard and Causeway Boulevard with mast arms, hereinafter referred to as the PROJECT, and has requested financial assistance through the Transportation Impact Fee program; and

WHEREAS, the CITY's PROJECT will aid the COUNTY in their planned Intelligent Transportation System/Advanced Traffic Management System (ITS/ATMS) improvements; and

WHEREAS, the CITY's PROJECT is eligible to be funded through the Transportation Impact Fee program.

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 2
SERVICES TO BE PROVIDED BY THE CITY**

The CITY shall coordinate their beautification and utility undergrounding efforts with the COUNTY during both the design and construction phases of the PROJECT.

The CITY shall provide financial assistance to the COUNTY in the amount of Two Hundred Six Thousand Seven Hundred Twenty Dollars (\$206,720) for the design and construction of the PROJECT.

The CITY agrees to be responsible for any additional funds needed for this PROJECT that exceed the original estimate of \$275,000. Additionally, if contract modifications occur that increase the cost of the PROJECT, the City will pay the County within thirty (30) calendar days of notification by the County to ensure that cash on deposit with the County is sufficient to fully fund the cost of the PROJECT.

The CITY shall perform timely reviews of the plans and provide any written comments or concerns to the COUNTY Project Manager.

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

The COUNTY shall 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 shall provide funding to support the PROJECT from Transportation Impact Fee revenues dedicated to this geographic area. The COUNTY'S contribution shall not exceed Sixty-eight Thousand Two Hundred Eighty Dollars (\$68,280).

**SECTION 4
PROJECT FUNDING**

The COUNTY agrees to fund the CITY'S PROJECT up to an amount not to exceed Sixty-eight Thousand Two Hundred Eighty and 00/100 Dollars (\$68,280.00). In addition, the COUNTY agrees to bear all costs for project management and construction inspection.

The CITY shall provide their financial assistance in the amount of Two Hundred Six Thousand Seven Hundred Twenty Dollars (\$206,720) via funds transfer to the COUNTY not later than November 1, 2015. If the CITY fails to timely provide funding, this contract shall automatically terminate, notwithstanding the provisions of Section 6 of this Agreement.

The total estimated cost of the PROJECT, including design and construction, is \$275,000. The CITY agrees to bear all design and construction expenses in excess of the total estimated cost, as set forth in Section 2. Additionally, should the contractor's bid selected by the COUNTY cause the total cost of the PROJECT to exceed the total estimated cost of the PROJECT, the CITY shall deposit an amount with the COUNTY equal to the difference between the total cost of the PROJECT and the total estimated cost of the PROJECT no later than 30 days from the date of notification of the COUNTY'S intent to award the construction contract. Should the selected bid amount be less than the estimated construction cost of the PROJECT, all funds on deposit with

the COUNTY will be held until the PROJECT is completed and accepted by the COUNTY. Any remaining funds will be refunded to the CITY within 90 days of final acceptance of the PROJECT.

**SECTION 5
ADDITIONAL SERVICES**

The COUNTY shall not enter into Additional Services that would require additional reimbursement without advance written approval 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 for this type installation.

**SECTION 6
TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party upon thirty (30) days written notice. This Agreement is subject to the availability of funding. 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. 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.

**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
Pick Talley, Assistant County Administrator
22211 US 19, Building 1
Clearwater, FL 33765

CITY: City of Belleair Beach
Nancy Gonzalez, City Manager
444 Causeway Boulevard
Belleair Beach, FL 33786

**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 date of approval and shall remain in effect until December 31, 2017 or the PROJECT'S completion and final acceptance.

**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. Any contract the CITY enters into that is the subject of this agreement shall contain language that specifically indemnifies the COUNTY from any and all acts of the contractor and its agents. 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
GOVERNING LAW AND DOCUMENT EXECUTION**

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 BELLEAIR BEACH,
A municipal corporation of the State
of Florida

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

By: *Nancy Gonzalez*
Nancy Gonzalez
City Manager

By: *John Morrone*
John Morrone, Chairman

ATTEST: *Patricia Lente*
City Clerk

ATTEST: *Roman D. Loy*
County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: *Paul Marino*
Office of City Attorney

By: *Chudy D. ...*
Office of County Attorney

