

## JOINT PROJECT AGREEMENT

PROJECT NAME: Starkey Road at Willow Avenue Signalization

PROJECT LIMITS: Intersection of Starkey Road and Willow Avenue in Largo

COUNTY PROJECT IDENTIFICATION NO.: 004152A

THIS JOINT PROJECT AGREEMENT (Agreement) made and entered into on the 25 day of March, 20 25, (“**Execution Date**”) by and between Pinellas County, a political subdivision of the State of Florida, hereinafter the “County”, and the City of Largo, Florida, a municipal corporation of the State of Florida, hereinafter the “City” (collectively, “Parties”).

WITNESSETH, That:

**WHEREAS**, where it intersects with Willow Avenue, Starkey Road is a County owned and maintained roadway within the limits of the City of Largo; and

**WHEREAS**, pursuant to Chapter 316 Florida Statutes (2024), the City has traffic control authority to carry out matters within City limits, including the intersection of Starkey Road and Willow Avenue; ; and

**WHEREAS**, the County performs signal maintenance for the City by interlocal agreement; and

**WHEREAS**, the County performed a signal warrant analysis based on the Manual of Uniform Traffic Control Devices and found that the intersection of Starkey Road and Willow Avenue warrants a signal based on traffic volume; and

**WHEREAS**, the Parties agree that the installation of a traffic signal at the intersection of Starkey Road and Willow Avenue will improve access and safety for the general public; and

**WHEREAS**, the Parties desire to share in the cost of construction of the signalization project in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained, it is agreed by the Parties as follows:

### 1. Work

The County has completed the design of the traffic signal and accepted bids for construction. The County will be responsible for all construction and inspection activities relative to the traffic signal and related elements at the intersection of Starkey Road and Willow Avenue in Largo (“Project”). Nothing in this Agreement is intended to modify the City’s traffic control

jurisdiction; however, the County will provide operation and maintenance of the traffic signal constructed as part of this Project in accordance with Interlocal Agreement for ATMS / ITS and Roadway Transfer Agreement to Transfer Traffic Control Authority (2007).

## 2. Funding

2.1 The City will pay the County one hundred and fifty thousand dollars (\$150,000) no later than sixty (60) days after the Execution Date of this Agreement, which shall be used by the County to pay the contractor for construction of the Project. The County will be responsible for the remaining cost of the Project to be paid out of transportation impact fees.

2.2 The County will be responsible for bidding and award of the construction contract for the Project.

All deposits due to the County referenced in Section 2.1 above shall be mailed to:

Finance Division Accounts Receivable  
Pinellas County Board of County Commissioners  
P. O. Box 2438  
Clearwater, FL 33757

2.3 The County will require the successful contractor (the "Contractor") to comply with the following conditions. The Contractor shall be responsible for the costs attributed to said compliance with these conditions as part of the Work:

(A) The County will require the contractor to indemnify the City and the County according to the construction contract terms.

(B) Provide a dual obligee bond in the full amount of the Project, naming the City and the County as obligees; and

(C) Provide insurance coverage per the requirements in the insurance section of the invitation to bid as well as in the executed contract with the successful contractor. The County will require Contractor to add the City as an additional insured entity and certificate holder.

## 3. Joint Project Activities

3.1 All of the Work done pursuant to this Agreement shall be done in substantial accordance with the plans and specifications, which plans and specifications are incorporated hereto by reference. All information required for field changes, change orders or supplemental agreements pertaining to the Work will be promptly furnished to the County.

3.2 The County will forward any accounting records, if requested, to the following City representative:

Megan Dion, P.E., Program Engineer  
Engineering Services Department  
City of Largo  
201 Highland Avenue, Bldg. 1  
Largo, FL 33779-0296  
727-587-6713 ext: 4405  
[bwestmar@largo.com](mailto:bwestmar@largo.com)

3.3 Upon final payment to the contractor, the County intends to have its final and complete accounting of all costs incurred in connection with the Work performed hereunder within three hundred sixty (360) days. All Project cost records and accounts shall be subject to audit by a representative of the City for a period of three (3) years after final close out of the Project.

3.4 Upon completion of the entire Project, the Contractor will supply "as built" ("Record") standard size sheet (11" x 17" or 24" x 36") Work plans to the County, who in turn will within ninety (90) days, furnish the City with one (1) set.

#### 4. Project Managers

The primary contact for each of the Parties is:

4.1 The Project Manager for the City shall be Megan Dion, P.E., or their designee ("City's Project Manager"), whose current telephone number is 727-587-6713 extension 4405, email address is [mdion@largo.com](mailto:mdion@largo.com) and whose post office address is: 201 Highland Avenue, Building 1, Largo, FL 33779-0296.

4.2 The Project Manager for Pinellas County shall be Marina Abdel Malek or their designee ("County's Project Manager"), whose telephone number is 727-464-8958, email address is [mabdelmalek@pinellas.gov](mailto:mabdelmalek@pinellas.gov) and whose post office address is: 14 S. Fort Harrison Avenue, Clearwater, FL 33756.

4.3 Each Party may designate a replacement Project Manager by giving written notice of such designation, and the telephone number, e-mail address, and mailing address to the other Party in accordance with this Agreement.

#### 5. Records, Reports, and Inspection

The County shall maintain financial records, accounting and purchasing information, and books and records for the Project. These books, records, and information shall comply with general accounting procedures. All documents related to the Project are public records and shall be retained and provided as required by law.

6. Compliance with Federal, State, County, and Local Laws

Both Parties shall comply with all federal, state, county, and local laws, regulations, and ordinances at all times.

7. Responsibilities of the Parties

The Parties agree that each will bear responsibility for all personal injury and property damaged attributable to the negligent acts or omissions of that party and their officers, employees, contractors, agents, and invitees. Nothing herein is intended to serve as a waiver of either party's entitlement to sovereign immunity or limitation of liability thereof beyond the limits of liability set forth in section 768.28, Florida Statutes, as amended from time to time, nor to a party's consent to be used by third parties in any matter arising out of this Agreement.

8. Discrimination

The County and the City shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

9. Assignment

This Agreement may not be assigned.

10. Severability

Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

11. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with regard to the Work and the Project, and no change will be valid unless made by supplemental written agreement executed by both Parties.

12. Notification

All notices, requests, demands, or other communications required by law, or this Agreement shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested, or, if hand delivered, upon the actual date of delivery to the Project Manager, whose address is set forth in Section 4 above.

### 13. Waiver

No act of omission or commission of either Party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.

### 14. Due Authority

Each Party to this Agreement represents and warrants to the other Party that (i) it is a duly organized, qualified and existing entity under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the Party on whose behalf they are executing.

### 15. Headings

The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

### 16. Fiscal Funding

The obligations of the Parties are subject to appropriate budgeted funds being available in each budget year to achieve the purposes of this Agreement. In the event that sufficient budgeted funds are not available in a subsequent fiscal year, this Agreement shall terminate on the last day of the fiscal year for which sufficient budgeted funds are available without penalty to either of the Parties.

### 17. City Non-Appropriation

The obligations of the City as to any funding required pursuant to this Agreement are limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City is not prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligation of the City pursuant to this Agreement.

### 18. Term

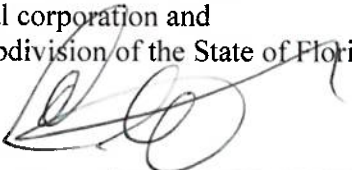

The term of this Agreement shall commence upon execution of this Agreement by the Parties and shall terminate after completion and acceptance of the Work and upon final payment and final completion of the Project. If the County fails to issue a Notice to Proceed to a contractor for the Project within three (3) years from the Execution Date, this Agreement may be terminated upon written notice by either Party to the other Party, and any payments made by the City to the County shall be refunded in full by the County within thirty (30) days after such written notice. If the County decides not to proceed with issuing bids for the Project or if the County rejects all bids received, the City may terminate this Agreement by providing no less than thirty (30) days'

written notice of termination to the County, and any payments made by the City to the County shall be refunded in full, with interest, by the County within thirty (30) days after the effective date of termination. If for any reason, the Project is not completed within three (3) years of the Execution Date, the County shall refund to the City within thirty (30) days any amount remaining from the City's deposit provided under Section 2 above after payment of all proper costs for the Project.


**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.



CITY OF LARGO, FLORIDA,  
A municipal corporation and  
political subdivision of the State of Florida

By:   
 Louis ("Woody") L. Brown  
Mayor

PINELLAS COUNTY, FLORIDA by and  
through its County Administrator

By:   
Barry A. Burton

ATTEST:

  
By:   
Diane L. Bruner  
City Clerk


WITNESS:

By:   
Della Klug

Reviewed and Approved:

By:   
City Attorney

Approved as to form:

**APPROVED AS TO FORM**  
By:   
Office of the County Attorney  
County Attorney

APPROVED:

By:   
Risk Manager