

ST. PETERSBURG COLLEGE
SEMINOLE CAMPUS
CIVIC BUILDING FUNDING AGREEMENT

This Agreement, effective upon the date executed by the last of the parties to execute below, by and between Pinellas County, a political subdivision of the State of Florida (hereinafter "COUNTY"), and the Board of Trustees of St. Petersburg College (hereinafter "SPC").

Recitals

WHEREAS, the COUNTY has budgeted appropriation to support projects benefiting citizens, businesses, non-profit organizations, and other stakeholders in the unincorporated areas; and

WHEREAS, SPC has undertaken to construct a civic building (hereinafter "Project") intended to serve such functions as a welcome center for visitors, leased office space for the Seminole Chamber of Commerce, space for civic club meetings, classroom teaching space, and temporary office space for such County operations as code enforcement and building inspections; and

WHEREAS, SPC requested financial support from community partners, including the COUNTY, to support the construction of the civic building.

NOW THEREFORE, SPC agrees, in exchange for the funds to be provided by the COUNTY, and as further described herein, to construct the Project at the Seminole Campus of St. Petersburg College in Seminole, Florida in accordance with the terms as described below.

1. Compensation.

- a) COUNTY shall pay \$20,000.00 to SPC for the scope of work described in Section 2 of this Agreement.
- b) A one-time request for payment must be submitted and shall consist of an invoice for the award amount, signed by an authorized SPC representative, and accompanied by written verification of certificate of occupancy for the Project.

Invoice shall be remitted to the County directed to the contact identified in Section 10 of this Agreement.

- c) The COUNTY shall remit payment to SPC in accordance with the Florida Prompt Payment Act upon receipt of invoice and required documentation. When the required documentation is incomplete or untimely, the COUNTY may withhold payment until such time as the COUNTY accepts the remedied documentation.
- d) Any funds expended in violation of this Agreement or in violation of appropriate Federal, State, and County requirements shall be refunded in full to the COUNTY.

2. Scope of Work.

SPC agrees to utilize funds to support construction of the Project by SPC. The funds are part of the total cost of the Project which will consist of the construction of a civic building intended to be used for:

- a) Leased office space for Seminole Chamber of Commerce;
- b) Welcome center for visitors to the city of Seminole;
- c) Classroom for SPC instruction;
- d) Meeting space available for multiple purposes to include use by:
 - Civic clubs like Kiwanis, Rotary, and others at no charge;
 - Community organizations like USEM Community Association, Seminole Junior Warhawks, Seminole Youth Athletic Association, and Cross Bayou Little League at no charge;
 - COUNTY for outreach and other programs, including use by COUNTY code enforcement, building inspection and related functions at no charge;

Meeting space shall be reserved on a first come, first serve basis, scheduled through SPC.

3. Term of Agreement.

The term of performance of SPC shall commence upon execution of this Agreement and shall continue for the useful life of the Project.

4. Independent Contractor.

It is expressly understood and agreed by the parties that SPC is at all times hereunder acting and performing as an independent contractor and not as an agent, servant, or employee of the COUNTY. No agent, employee, or servant of the SPC shall be, or shall be deemed to be, the agent or servant of the COUNTY. None of the benefits provided by the COUNTY to their employees including, but not limited to, Worker's Compensation Insurance and Unemployment Insurance are available from COUNTY to the employees, agents, or servants of SPC.

5. Indemnification.

SPC agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the COUNTY, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the COUNTY, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of SPC; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY. Notwithstanding the foregoing, any indemnification by SPC is limited and subject to the monetary limitations of Section 768.28, Florida Statutes, and nothing herein shall act as a waiver of SPC's defense of sovereign immunity.

6. Assignment/Subcontracting.

- a) This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.
- b) SPC is fully responsible for fulfillment of the Scope of Work required by this Agreement.

7. Conformity to the Law.

SPC, its employees, agents and contractors shall comply with all federal, state and local laws and ordinances and any rules or regulations adopted thereunder.

8. Cancellation.

- a) The COUNTY reserves the right to cancel this Agreement without cause by giving thirty (30) days prior notice to SPC in writing of the intention to cancel, or with cause if at any time SPC fails to fulfill or abide by any of the terms or conditions specified. Failure of SPC to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the discretion of the COUNTY.
- b) In the event SPC does not fulfill the Scope of Work of this Agreement, SPC shall, at the option of the COUNTY, repay such amount.
- c) In the event that sufficient budgeted funds are not available in a subsequent County fiscal year (October 1- September 30) to make payment under this Agreement, the County shall have no obligation to make any payment and this Agreement shall terminate without penalty or expense to the County.

9. Public Records.

SPC acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. SPC agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and SPC policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, SPC agrees to charge any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

10. Agreement Management.

The following persons shall be the appropriate contacts to receive notices, mailings, invoices or other communication relating to this Agreement.

Pinellas County designates the following person as the liaison for the COUNTY:

Director
Pinellas County Office of Management & Budget
14 S. Fort Harrison Avenue, 5th floor
Clearwater, Florida 33756

SPC designates the following person(s) as the liaison:

Office of the Provost for Seminole Campus
On behalf of Board of Trustees
St. Petersburg College
Post Office Box 13489
St. Petersburg, FL 33733

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year written below.

PINELLAS COUNTY FLORIDA, by and
though its Board of County
Commissioners

APPROVED
AS TO FORM AND CONTENT
MSps
GENERAL COUNSEL
Approved by: BPM
On: 2/25/19

Chair
Date: _____, 2019

APPROVED AS TO FORM
By: Christy Damon Pembroke
Office of the County Attorney

BOARD OF TRUSTEES OF ST. PETERSBURG
COLLEGE
Brian Miles

Brian Miles
Vice President, Administration, Finance &
Technology

Date: 2/26/, 2019