

***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 Philippe 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 accordance with Section 3 of this Agreement 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, advertise the PROJECT for construction, and award the Project to the lowest responsive, responsible bidder.

The COUNTY will provide funding for the PROJECT using Settlement funds, accordance with Section 3 of this Agreement.

SECTION 3
PROJECT FUNDING

The COUNTY agrees to fund Two Hundred and Fifty Thousand Dollars (\$250,000.00) of the PROJECT, 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 **construction** contractor's bid or total project cost exceed Four Hundred Fifty Thousand Dollars (\$450,000.00), the COUNTY will notify the CITY within thirty (30) days and the CITY can terminate this Agreement in accordance with Section 5.

Upon 30 days notice that the COUNTY is commencing design, the CITY will deposit with the COUNTY Fifty Thousand Dollars (\$50,000.00) 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. Within ten (10) days of acceptance of the cost estimate by the COUNTY shall notify the CITY of the total construction cost estimate. Within thirty (30) days thereafter, the CITY shall deposit with the COUNTY any difference between the

remainder of the total construction cost estimate plus an additional 10% contingency less combined sum of the COUNTY's contribution and the CITY's deposit.

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.

Should contract modifications occur that increase the cost of the PROJECT, the CITY will be notified by the COUNTY accordingly. The CITY agrees to provide, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the COUNTY is sufficient to fully fund the cost of the PROJECT. The COUNTY shall notify the CITY as soon as it becomes apparent the actual costs will exceed the original total cost estimate; however, failure of the COUNTY to so notify the CITY shall not relieve the CITY from its obligation to pay for all costs over and above the COUNTY's contribution of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00).

In the event that the final actual cost of the PROJECT is less than Five Hundred Thousand Dollars, any of the Settlement fund contribution not drawn upon will be remitted to the COUNTY for use on additional projects at the discretion of the Board of County Commissioners.

In the event the final, actual cost of the PROJECT is less than the amount the CITY deposited with the COUNTY, the COUNTY will reimburse the CITY any excess funds, within thirty (30) days of final acceptance by the COUNTY.

All deposits due to the COUNTY from the CITY will be provided via electronic funds transfer or mailed to:

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

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 FISCAL NON-FUNDING

This Agreement is not a general obligation of COUNTY. It is understood that neither this Agreement nor any representation by any COUNTY employee or officer creates any obligation to appropriate or make monies available for the purpose of this Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by COUNTY, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by COUNTY for any or all of this Agreement, COUNTY shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. COUNTY agrees to promptly notify CITY in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to COUNTY.

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
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 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 the PROJECT'S completion and final acceptance by the COUNTY. This Agreement shall be binding upon the parties, their successors, assigns and legal representatives

**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. 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
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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

**SECTION 12
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