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INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY
AND
THE CITY OF ST. PETERSBURG FOR
OAK STREET DRAINAGE IMPROVEMENTS, COUNTY PID NO. 003600A

THIS FUNDING AGREEMENT (this "Agreement") is entered into this 9th day of January, 2018, by Pinellas County, a political subdivision of the State of Florida (the "County"), and the City of St. Petersburg, a municipal corporation of the State of Florida, (the "City"), collectively "parties".

WITNESSETH:

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

WHEREAS, the City intends to hire a contractor to construct drainage improvements to Oak Street beginning at Gandy Boulevard and moving northward along Oak Street NE, City Project No. 15046-110 (the "Project");

WHEREAS, the work consists of the City's contractor furnishing all labor, materials, and equipment necessary to alleviate flooding and drainage issues on the roadway and surrounding incorporated and unincorporated properties within the Project area;

WHEREAS, the parties have determined that the Project benefits residents in unincorporated and incorporated parts of Pinellas County; and

WHEREAS, the County desires to assume partial reasonable and necessary costs for the Project.

NOW THEREFORE, for and in consideration of the foregoing recitals, the mutual promises, covenants and conditions contained herein, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Performance of Services:

The City shall perform all services described within the "Scope of Services," which is attached hereto and incorporated herein as Exhibit A. The City shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the City under this Agreement.

2. Funding:

The County shall fund one-half of the Project, for an amount not to exceed \$700,000.00, to the City for the Project on a reimbursement basis in accordance with the Scope of Services and the following parameters:

The City shall submit quarterly invoices to the County, starting by December 31, 2017, until Project construction, as described in the Scope of Services, is complete. In no event shall the County provide funds for any phase of the Project other than Project construction. All other Project costs, such as for permitting and future maintenance, are not eligible for funding under this Agreement. In no event shall the total amount of funds the County provides to the City under this Agreement exceed half of the total Project construction cost.

Together with each invoice, the City shall submit the following accompanying documents: (1) a certification that the invoice is accurate and that the City has expended the amount of invoiced funds in furtherance of Project construction; and (2) a progress report detailing how funds from any and all sources have been and/or will be expended in furtherance of the Project. The final invoice shall also include (3) a Project completion report, summarizing how the cumulative amount of invoiced funds have been expended with evidence of Project construction completion; the final invoice shall be sent to the County no later than September 30, 2019.

Within thirty (30) days of receiving an invoice, the County shall either: (1) send full payment to the City for that invoice; or (2) if the County finds the invoice or supporting documents outlined in the paragraph above unacceptable for any reason, send written notice to the City of any defects. If the County provides a written notice of defects, the City shall have thirty (30) days from receipt of said notice to cure said defects and provide written evidence of same to the County; if the City fails to cure the defects within the requisite timeframe, or if County finds the evidence of such corrections to be defective for any reason, this Agreement is subject to termination with cause in accordance with Section 4 below.

The City's final construction cost estimate for the Project is anticipated to be \$1,421,623.33, attached as Exhibit C to this Agreement.

3. Agreement Term:

As required by Section 163.01(11), Florida Statutes, this Agreement shall be filed with the Clerk of Circuit Court of Pinellas County, Florida after the Agreement has been fully executed by the Parties, and shall take effect upon the date of filing. This Agreement shall expire upon the earlier of: (1) receipt by the City of final payment for the final invoice in accordance with the provisions of Section 2 above; or (2) December 31, 2019.

If the City fails to issue a Notice to Proceed to a contractor for the Project within three hundred and sixty-five (365) days from the date of full execution of this Agreement by the parties, any payments made by the County to the City under this Agreement shall be refunded by the City within thirty (30) days and this Agreement shall terminate immediately after receipt of said funds.

4. Termination, Default, and Remedies:

This Agreement may be terminated in writing by either party: (1) without cause upon fifteen (15) days of receipt of notice of termination by the other party; or (2) with cause immediately upon receipt of a notice of termination by the other party. This Agreement may also be terminated at any time by mutual written agreement of the parties.

This Agreement may be terminated with cause if either party fails to abide by any of the terms and conditions herein, including, but not limited to, the City's failure to timely meet any of its obligations identified in the Scope of Services or correct a defective invoice or accompanying document in accordance with Section 2 above.

Should this Agreement be terminated by the County with cause, the City shall refund all funds paid to the City by the County under this Agreement within fifteen (15) days of receipt of notice of termination; this remedy is notwithstanding that the remainder of this Agreement shall terminate immediately upon the City's receipt of such notice of termination in accordance with the first paragraph of this Section 4 above. Should this Agreement be terminated by the City without cause, the City shall refund all funds paid to the City by the County under this Agreement together with submission of notice of termination.

In accordance with Section 5 below, any termination notice shall be sent by e-mail or USPS Certified Mail and deemed delivered or received on the date reflected by the e-mail read receipt or certified mail delivery receipt.

5. Project Managers and Notice:

In order to assure proper coordination and review throughout the term of this Agreement, the City and the County each designate a Project Manager as follows:

St. Petersburg
Carlos J. Frey, P.E., Project Manager
Engineering and Capital Improvements
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731
carlos.frey@stpete.org
727.892.5380

County
James R. Bernard, P.E.
Stormwater and Vegetation Division Director
Pinellas County Public Works Department
22211 US Hwy 19 North
Clearwater, FL 33765
jbernard@pinellascounty.org
727.464.4211

Either party may designate a replacement Project Manager, which shall become effective immediately upon receipt of notice of such replacement designation by the other party.

All notices, invoices, approvals, and other correspondence required by law and this Agreement shall be in writing and delivered via e-mail or USPS Certified Mail to the respective

Project Manager. Notice shall be considered delivered or received as reflected by an e-mail read receipt or a certified mail delivery receipt.

6. Payment Limitations and Fiscal Non-Funding:

Project costs incurred prior to the effective date of this Agreement are not fundable under this Agreement.

The County shall not be responsible for the operation, maintenance, or capital refreshment of any assets resulting in any way from the Project.

This Agreement is not a general obligation of either party. It is understood that neither this Agreement nor any representation by any employee or officer of either party creates any obligation to appropriate or make monies available for the purpose of this Agreement beyond the fiscal year for which this Agreement is executed. No liability shall be incurred by a party, or any department of a party, beyond the monies budgeted and available for this purpose. If funds are not appropriated by a party for any or all of this Agreement, the party shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The party agrees to promptly notify the other party 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 the party. Should the City terminate the Agreement due to such lack of appropriation, the City shall refund all funds paid to the City by the County under this Agreement together with submission of notice of termination.

7. Records and Audit:

The City shall:

a) retain all data, financial records, statistical records, and any other records (including electronic storage media) pertinent to this Agreement ("Records") for a period of three (3) years after termination or expiration of this Agreement or, if an audit has been initiated in accordance with subsection c) of this Section 7 below and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings;

b) maintain all Records in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement;

c) ensure that all Records are subject at all reasonable times for inspection, review, audit, and duplication by County personnel and other personnel duly authorized by the County, which may require removal of Records from City premises;

d) fully comply with the provisions of Chapter 119, Florida Statutes, as applicable;
and

e) ensure that all requirements in this Section 7 are included in all contracts and

subcontracts entered into related to Project construction.

8. Indemnification and Non-Agency Relationship:

Each party shall be fully responsible for the negligence of its respective employees, officers and employees, when such person is acting within the scope of his or her employment, and shall be liable for any damages alleged or claimed to have resulted or arisen from said negligence. Nothing contained herein is intended to serve as a waiver by either party of its sovereign immunity or to extend the liability of either party beyond the limits set forth in Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by either party to be sued by third parties in any manner arising out of this Agreement or contracts related thereto.

The City shall require all contractors hired to undertake any part of the Project in writing to comply with the following conditions:

a) indemnify, hold harmless, pay on behalf of, and defend the County, its officers, employees, contractors, and agents, and the City, its officers, employees, contractors, and agents, from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the Project;

b) provide a dual obligee bond in the full amount of the Project cost, naming the City and the County as obligees;

c) provide the County with the same insurance coverage as the City, naming the County and the City as additional insured entities and certificate holders.

The City acknowledges that it is an independent party and not an agent of County.

9. Modification of Agreement:

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

10. Assignment:

This Agreement may not be assigned by either party without the prior written consent of the other party. The parties each bind itself, its successors, assigns, and legal representatives to the other party hereto and to the successors, assigns, and legal representatives of such other party in respect to all covenants and obligations contained herein.

11. Compliance with Applicable Laws:

The City shall use its best efforts to ensure that at all times and in all aspects of the Project; its officers, employees, contractors, and agents are in compliance with all applicable federal, state,

and local laws.

12. Governing Laws:

This Agreement and the rights and obligations of the parties hereto shall be governed and construed according to the laws of the State of Florida.

13. Entire Agreement:

This document, including Exhibits hereto, 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.

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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 ST. PETERSBURG, FLORIDA

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

By: [Signature]

By: Kenneth T. Wehl
Chairperson

Print: CITY ADMINISTRATOR

Title: GARY G CORNWELL

ATTEST:

By: [Signature]
City Clerk

Approved as to Content and Form:

By: _____
City Attorney (designee)



ATTEST: Ken Burke, Clerk

By: [Signature]
Deputy Clerk

Deputy Clerk

Approved as to Form:

By: [Signature]
Office of the County Attorney



EXHIBIT A: SCOPE OF SERVICES

LOCATION OF PROJECT WORK SITE

The general location of the proposed Work for the Project is in St. Petersburg, Florida. The Project begins at Gandy Boulevard continuing north along Oak Street NE to approximately 429 feet north of the 105th Terrace NE intersection. The Project area also includes a section beginning at the intersection of Oak Street NE and 105th Terrace NE, extending west 132 feet, as depicted in Exhibit B attached to this Agreement.

SCOPE OF WORK

The work consists of furnishing all labor, materials, and equipment necessary to alleviate flooding and drainage issues on the roadway and surrounding incorporated and unincorporated property within the project area. Construction activities include the installation of approximately 1,568 linear feet of reinforced concrete pipe and elliptical reinforced concrete pipe, manholes, inlets, and other related drainage structures. Drainage work will tie into an existing pipe network at the intersection of Gandy Boulevard and Oak Street NE. Site restoration will include roadway, curb, sidewalk and other appurtenances.

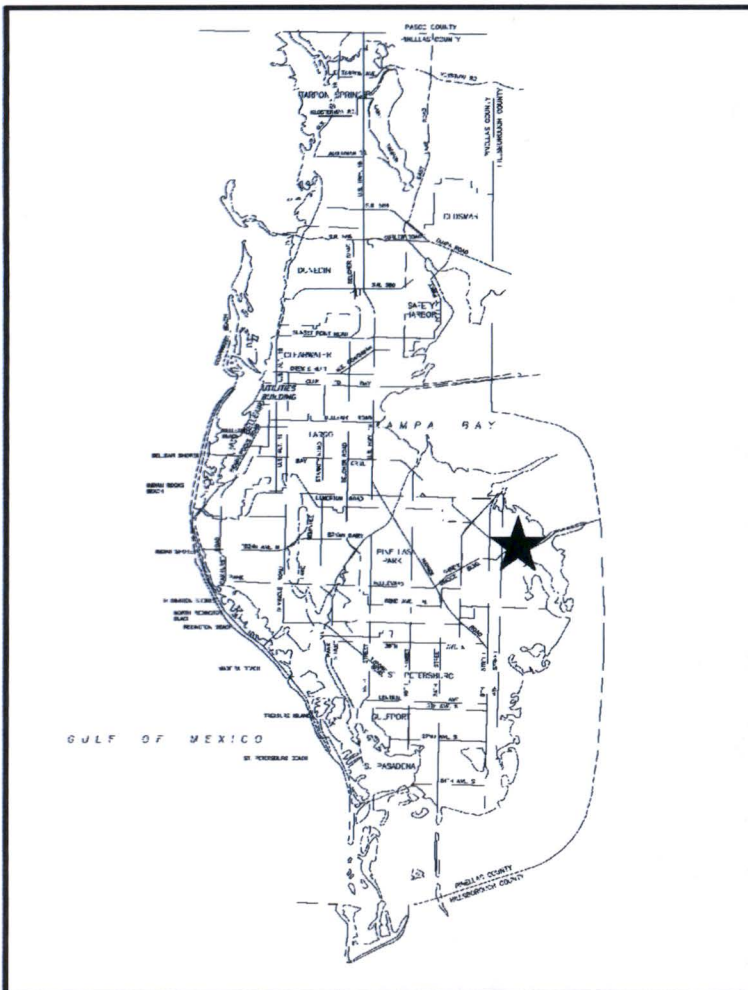


EXHIBIT B — OAK STREET DRAINAGE IMPROVEMENTS — LOCATION MAP



**ENGINEER'S OPINION OF CONSTRUCTION COST ESTIMATE
OAK STREET DRAINAGE IMPROVEMENTS
Final Estimate**

22-Jun-17

Item No.	Description	Estimated Quantity	Unit	(\$) Unit Price	(\$) Total Price
	General:				
G-1.1	MOBILIZATION	1	LS	\$125,000.00	\$ 125,000.00
G-2.1	TRAFFIC CONTROL	1	LS	\$35,000.00	\$ 35,000.00
G-3.1	CLEARING & GRUBBING	1	LS	\$90,000.00	\$ 90,000.00
G-4.1	BORROW MATERIAL	928	CY	\$35.00	\$ 32,480.00
	Subtotal General:				\$ 282,480.00
	Roadway:				
R-1.1	STABILIZED SUBGRADE (12" THICK)	4,206	SY	\$20.00	\$ 84,120.00
R-2.1	BASE MATERIAL (LIMEROCK, 8" THICK)	3,758	SY	\$16.75	\$ 62,946.50
R-2.2	BASE MATERIAL (FDOT TYPE B-12.5, 5" THICK)	101	SY	\$10.45	\$ 1,055.45
R-4.1	ASPHALTIC CONCRETE PAVEMENT (FDOT TYPE SP-12.5, 3" THICK)	3,407	SY	\$25.71	\$ 87,593.97
R-4.2	ASPHALTIC CONCRETE PAVEMENT (FDOT TYPE SP-9.5, 3" THICK)	89	SY	\$25.71	\$ 2,288.19
R-5.1	CURB (FDOT TYPE F)	2,136	LF	\$23.00	\$ 49,128.00
R-5.2	CURB (FDOT DROP CURB)	565	LF	\$21.00	\$ 11,865.00
R-7.1	CONCRETE SIDEWALK (4" THICK)	7,371	SF	\$4.67	\$ 34,422.57
R-7.2	CONCRETE SIDEWALK (6" THICK)	216	SF	\$5.78	\$ 1,248.48
R-11.1	MILLING EXISTING ASPHALT (2" DEPTH)	2,654	SY	\$8.00	\$ 21,232.00
	Subtotal Roadway:				\$ 355,900.16
	Storm Drainage:				
D-1.1	15" RCP CLASS III	24	LF	\$75.00	\$ 1,800.00
D-1.2	18" RCP CLASS III	352	LF	\$90.00	\$ 31,680.00
D-1.3	24" RCP CLASS III	120	LF	\$125.00	\$ 15,000.00
D-4.1	19"x30" ERCP CLASS III	32	LF	\$160.00	\$ 5,120.00
D-4.2	24"x38" ERCP CLASS III	776	LF	\$180.00	\$ 139,680.00
D-4.3	29"x45" ERCP CLASS III	264	LF	\$205.00	\$ 54,120.00
D-8.1	TYPE III MANHOLE (42"x42" BOTTOM)	1	EA	\$5,000.00	\$ 5,000.00
D-8.2	TYPE III MANHOLE (48"x48" BOTTOM)	1	EA	\$6,531.00	\$ 6,531.00
D-8.3	TYPE III MANHOLE (60"x48" BOTTOM)	3	EA	\$8,163.00	\$ 24,489.00
D-8.4	TYPE III MANHOLE (72"x48" BOTTOM)	1	EA	\$9,796.00	\$ 9,796.00
D-8.5	TYPE III MANHOLE (72"x60" BOTTOM)	1	EA	\$12,245.00	\$ 12,245.00
D-8.6	TYPE III MANHOLE (72"x72" BOTTOM)	1	EA	\$14,694.00	\$ 14,694.00
D-20.1	TYPE I INLET (32"x42" BOTTOM)	6	EA	\$4,750.00	\$ 28,500.00
D-20.2	TYPE I INLET (56"x42" BOTTOM)	3	EA	\$7,200.00	\$ 21,600.00
D-20.3	TYPE I INLET (72"x72" BOTTOM)	3	EA	\$8,500.00	\$ 25,500.00
D-20.4	TYPE I-M2 INLET (32"x42" BOTTOM)	1	EA	\$8,000.00	\$ 8,000.00
D-20.5	TYPE I-M2 INLET (48"x42" BOTTOM)	1	EA	\$9,000.00	\$ 9,000.00
D-20.6	TYPE I GRATE INLET (42"x42" BOTTOM)	1	EA	\$3,900.00	\$ 3,900.00

**ENGINEER'S OPINION OF CONSTRUCTION COST ESTIMATE
OAK STREET DRAINAGE IMPROVEMENTS
Final Drawings**

22-Jun-17

Item No.	Description	Estimated Quantity	Unit	(\$) Unit Price	(\$) Total Price
D-20.7	TYPE II INLET (32"x92" BOTTOM)	1	EA	\$12,000.00	\$ 12,000.00
D-24.1	29"x45" ERCP MITERED END SECTION	1	EA	\$3,320.00	\$ 3,320.00
D-27.1	CONCRETE ENDWALL (FDOT U-TYPE) W/ 2' FLUME	1	EA	\$2,900.00	\$ 2,900.00
D-33.1	3' SIDEWALK FLUME	7	EA	\$2,000.00	\$ 14,000.00
D-34.1	CONCRETE COLLAR (FDOT TYPE)	3	EA	\$1,000.00	\$ 3,000.00
D-35.1	CONCRETE PAD (4" THICK)	64	SF	\$4.67	\$ 298.88
	Subtotal Storm Drainage:				\$ 452,173.88
	Sanitary Sewer				
S-1.1	SANITARY SEWER, 6" PVC	231	LF	\$200.00	\$ 46,200.00
	Subtotal Sanitary Sewer:				\$ 46,200.00
	Potable Water Mains				
W-1.1	ADJUST 8" DIP WM (VERTICAL)	20	LF	\$320.00	\$ 6,400.00
W-1.2	ADJUST 8" DIP WM (HORIZONTAL)	52	LF	\$290.00	\$ 15,080.00
W-1.3	ADJUST 2" HDPE WM (VERTICAL)	21	LF	\$160.00	\$ 3,360.00
W-1.4	ADJUST 1" HDPE WM (VERTICAL)	50	LF	\$120.00	\$ 6,000.00
W-3.1	VALVE ADJUSTMENT/RELOCATION	8	EA	\$750.00	\$ 6,000.00
W-5.1	THRUST BLOCKS	4	EA	\$150.00	\$ 600.00
W-8.2	FIRE HYDRANT ADJUSTMENT	1	EA	\$2,000.00	\$ 2,000.00
W-21.1	RESTRAINED JOINT	4	EA	\$200.00	\$ 800.00
W-25.1	BACK FLOW PREVENTER ADJUSTMENT/RELOCATION	6	EA	\$750.00	\$ 4,500.00
	Subtotal Potable Water Mains:				\$ 44,740.00
	Miscellaneous				
M-1.1	TRAFFIC MARKERS	64	EA	\$3.59	\$ 229.76
M-1.2	STRIPPING, 6" WHITE, SOLID	2740	LF	\$0.84	\$ 2,301.60
M-1.3	STRIPPING, 6" YELLOW, DOUBLE, SOLID	898	LF	\$1.70	\$ 1,526.60
M-1.4	STRIPPING, 24" WHITE, SOLID	26	LF	\$4.00	\$ 104.00
M-4.1	FENCE RELOCATION	190	LF	\$18.00	\$ 3,420.00
M-5.1	GUIDERAIL, ALUMINUM	190	LF	\$42.40	\$ 8,056.00
M-7.1	FLOATING TURBIDITY BARRIER	1	LS	\$935.00	\$ 935.00
M-7.2	STAKED SILT BARRIER	1	LS	\$723.90	\$ 723.90
M-14.1	TREE REMOVAL	21	EA	\$350.00	\$ 7,350.00
M-15.1	SIGNAGE RELOCATION	3	EA	\$150.00	\$ 450.00
M-16.1	DETECTABLE WARNING SURFACES	35	EA	\$25.00	\$ 875.00
M-17.1	STOP SIGN INSTALLATION	2	EA	\$300.00	\$ 600.00
	Subtotal Miscellaneous:				\$ 26,571.86
	Surface Restoration:				

**ENGINEER'S OPINION OF CONSTRUCTION COST ESTIMATE
OAK STREET DRAINAGE IMPROVEMENTS
Final Drawings**

22-Jun-17

Item No.	Description	Estimated Quantity	Unit	(\$) Unit Price	(\$) Total Price
C-7.1	DRIVEWAY	815	SY	\$51.30	\$ 41,815.19
C-8.1	SODDING	25,605	SF	\$0.29	\$ 7,425.45
C-12.1	SANITARY MANOLE TOP ADJUSTMENT	4	EA	\$3,000.00	\$ 12,000.00
	Subtotal Surface Restoration:				\$ 61,240.64
	Sub-Total				\$ 1,269,306.54
	Contingency (12%)				\$ 152,316.79
	TOTAL PROJECT BUDGET				\$ 1,421,623.33