

***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 CLEARWATER
FOR
DESIGN AND CONSTRUCTION OF A REPLACEMENT PEDESTRIAN BRIDGE
WITHIN NORTHEAST COACHMAN PARK /REAM WILSON TRAIL TO SERVE AS A
SEGMENT OF THE PINELLAS TRAIL LOOP**

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 CLEARWATER, a municipal corporation of the State of Florida, hereinafter referred to as the CITY, jointly referred to herein as Parties.

Recitals

WHEREAS, the COUNTY within its adopted Capital Improvement Programs plans to construct the Ream Wilson-Pinellas Trail improvements from SR 590 at CR 535, County Project Number 002933A; and

WHEREAS, the COUNTY has identified the preferred alignment is to extend the Pinellas Trail through the CITY's Northeast Coachman Park utilizing a segment of the CITY's existing Ream Wilson Trail network from Northeast Coachman Road (S.R. 590) to Old Coachman Road near Spectrum Stadium; and

WHEREAS, the COUNTY and CITY have recognized that the alignment requires an existing Ream Wilson Trail pedestrian bridge over Alligator Creek to be replaced with an appropriate 12 foot pedestrian bridge with a 10 foot wide travel area and widening/reconstructing about 500 feet of Ream Wilson Trail approaching the Alligator Creek pedestrian bridge to the suitable 10 foot width (hereinafter "the PROJECT"); and

WHEREAS, the CITY supports the COUNTY in implementing the Pinellas Trail through the CITY for the benefits of all citizens of and visitors to Pinellas County; and

WHEREAS, The CITY will contribute \$100,000.00 towards the PROJECT, to offset the COUNTY's cost of design, procurement, construction, and PROJECT inspection; 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".

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 Trail, Transportation, Drainage and Park system.

The CITY will provide a 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 the COUNTY's design and construction phases of the PROJECT on any efforts needed for connectivity to the CITY's Trail, Transportation, Drainage and Park system.

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 plans and information to the CITY in a timely manner.

SECTION 3 PROJECT FUNDING

The COUNTY agrees to manage and complete the PROJECT.

The COUNTY will facilitate the development of the design, plans, permits and a total PROJECT cost estimate and will coordinate closely with the CITY.

The CITY will pay the COUNTY One Hundred Thousand Dollars (\$100,000.00) towards the cost of the PROJECT within 30 days' written notice by the County of commencement of design by the COUNTY, and the CITY will provide the payment via electronic funds transfer or mail to:

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

SECTION 4 ADDITIONAL SERVICES

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. The COUNTY will complete the PROJECT in close coordination with the CITY. The CITY will continue to maintain the Trail and the pedestrian bridge at completion and in accordance with a separately executed Trail Maintenance Agreement covering this and additional trail segments within the vicinity of the Ream Wilson Trail pedestrian bridge.

SECTION 5 TERMINATION OR MODIFICATION OF AGREEMENT

This Agreement may be terminated by either party prior to commencement of design upon thirty (30) days written notice.

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 the COUNTY, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the COUNTY for any or all of this Agreement, the COUNTY shall not be obligated to proceed with the PROJECT beyond the portion for which funds are appropriated. The COUNTY agrees to promptly notify the 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 the 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 Highway 19 North, Building 1
Clearwater, FL 33765

CITY: City of Clearwater
Paul Bertels, City Traffic Engineer
P. O. Box 4748
Clearwater, FL 33758

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 filing with the Clerk of Court in accordance with Section 8 and shall remain in effect until the PROJECT's completion and final acceptance by the COUNTY in accordance with the COUNTY's construction contract with the COUNTY's contractor. 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.

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 CLEARWATER
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: _____
Bill Horn
City Manager

By: _____
Mark S. Woodard
County Administrator

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Office of City Attorney

City Signature Page
Interlocal Agreement Between
Pinellas County and City of Clearwater

Countersigned:

CITY OF CLEARWATER, FLORIDA

George N. Cretekos
Mayor

By: _____
William B. Horne, II
City Manager

Approved as to form:

Attest:

Matthew M. Smith
Assistant City Attorney

Rosemarie Call
City Clerk