

**TRAIL MAINTENANCE INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND
THE CITY OF CLEARWATER**

THIS TRAIL MAINTENANCE INTERLOCAL AGREEMENT (Agreement) is entered into this _____ day of _____ 2017, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter the "COUNTY", and the City of Clearwater, a municipal corporation of the State of Florida, hereinafter the "CITY", and collectively "Parties".

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 COUNTY within its adopted Capital Improvement Programs plans to construct the Pinellas Trail and intersection improvements from SR 590 at CR 535, hereinafter referred to as the "Project"; and

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

WHEREAS, the COUNTY and the CITY desire to coordinate and cooperate in their efforts for the construction and maintenance of the improvements.

NOW THEREFORE, the COUNTY and the CITY in consideration of the mutual promises contained herein, 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:

1. The COUNTY will design, and construct a Multi-Use Trail Project as depicted on the Construction Plans and Specifications of COUNTY PID No. 001020A, NE Coachman Road at Old Coachman Road Intersection Improvements and COUNTY PID No. 002933A, Ream Wilson/Pinellas Trail Improvements at Old Coachman Road, a portion of which is the subject of this Agreement which is depicted on the attached Exhibit A as circle line-type described as to be built by the COUNTY and maintained and replaced as necessary by the CITY, and more specifically located on the west side of Old Coachman Road at the intersection of NE Coachman Road (from approximately 130 feet south to approximately 530 feet north of the intersection) and on the north side of NE Coachman Road (from Old Coachman Road to approximately 167 feet to the east) and approximately 500 linear feet of trail approaching and crossing over Alligator Creek, hereinafter referred to as the Project.

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2. The COUNTY and the Florida Department of Transportation will fund the construction of COUNTY PID No. 001020A, NE Coachman Road at Old Coachman Road Intersection Improvements; and the COUNTY will fund and the CITY will provide partial funding in the amount of \$100,000 through a separate Interlocal Agreement for the design and construction of a pedestrian bridge and Trail approaches over Alligator Creek as part of COUNTY PID No. 002933A, Ream Wilson/Pinellas Trail Improvements at Old Coachman Road.
3. The CITY, for purposes of construction, grants the use of the CITY's sidewalk and property along CR 535, and all other CITY properties which are necessary for the construction of the Project and agrees not to take any action, physical or otherwise, that interferes with the construction of the Project.
4. During construction of the Project, the COUNTY reserves the right to make all final engineering judgments and decisions necessary to insure timely completion of the construction and avoid delays which could affect the construction schedule.
5. Within thirty (30) days after Final Completion in accordance with the COUNTY's contract with the construction contractor, the COUNTY shall provide written notification to the CITY that the Project is complete.
6. Upon receipt of the written notice of completion, the CITY agrees to assume operation of the Project and further agrees to maintain the Project in perpetuity, according to the COUNTY standards, which include, but are not limited to, the Americans with Disabilities Act, Design Standards, and the Standard Specifications, as amended from time to time.
7. Maintenance by the CITY shall additionally include, but not be limited to: pavement, sidewalk, vegetation, repair of slopes/erosion, removal of graffiti, gravity walls, railings, bridges, signing, pavement markings, and all other features of the Project. The CITY shall trim landscaping, mow, sweep, edge and provide weed control along the Project. The CITY shall maintain all landscaping to COUNTY standards or higher and all irrigation systems in good operational condition. The CITY shall maintain and repair the Project at its sole cost and expense, in a good and workmanlike manner, and with reasonable care.
8. The CITY shall pay utility bills for lighting and irrigation associated with the Project.
9. The CITY shall conduct an annual inspection of the Project to ensure that any and all safety deficiencies are addressed.
10. When the Project is at the end of its useful life, the CITY shall prioritize the Replacement or Reconstruction of the Project as if it was a new project.
11. If at any time the CITY has not performed the maintenance responsibility on the Project in accordance with this Agreement, the COUNTY shall notify the CITY of the deficiency with a requirement that it be corrected within a specified time. If the CITY does not address the deficiency, the COUNTY may perform the necessary maintenance at the CITY's sole cost

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and expense, and send an invoice to the CITY, equal to the cost incurred by the COUNTY for such maintenance. Any action taken by the COUNTY does not relieve any obligation of the CITY under the terms and conditions of this Agreement.

12. This Agreement may be terminated under either of the following conditions: (a) by the COUNTY, if the CITY fails to perform its duties under this Agreement, following ten (10) days written notice; or (b) by the CITY at any time prior to the COUNTY's award of the Construction Contract.
13. All notices required by law and by this Agreement to be given by one (1) party to the other shall be in writing and shall be sent to the following respective addresses:

COUNTY: Rahim Harji, P.E., Director, Public Works
Pinellas County Public Works
22211 U.S. Hwy 19 North, Bldg #1
Clearwater, FL 33756

CITY: James (Jim) Halios
Parks, Planning & Projects Manager
City of Clearwater
100 South Myrtle Avenue
Clearwater, FL 33765-1945
E-mail: James.Halios@MyClearwater.com

14. This Agreement shall be binding upon the Parties, their successors, assigns and legal representatives.
15. This Agreement shall be governed, interpreted, and constructed according to the laws of the State of Florida.
16. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect, provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the extended operation of this Agreement.
17. Both Parties acknowledge that the records relating to this Agreement and the carrying out of the obligations hereunder are subject to the provisions of Florida Statutes, Chapter 119.
18. Both Parties agree to hold the other harmless as to their own acts of negligence. Liability for the portions of the Project prior to construction remain unchanged. The COUNTY agrees that during Construction, prior to the COUNTY providing notice of completion to the CITY, the CITY shall not be liable for the acts of the COUNTY or the COUNTY's construction contractor. After receipt of the written notice of completion, the CITY accepts liability for the maintenance of the Project and agrees, to the fullest extent permitted by law, to indemnify and defend the COUNTY from all claims arising from any alleged failure to maintain the

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Project. This provision is not intended to serve as a waiver of Sovereign Immunity or to authorize any third-party claims or litigation arising hereunder.

19. This Agreement may be modified at any time, in writing only, and upon approval and execution by all Parties.
20. Fiscal Non-Funding: In the event that sufficient funds are not available for a subsequent fiscal year, this Agreement shall terminate on the last day of the then current fiscal year without penalty or expense to the COUNTY.
21. 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.
22. Prior to its effectiveness, this Agreement and subsequent amendments thereto must be filed with the Clerk of the Circuit Court of Pinellas COUNTY.

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IN WITNESS WHEREOF, the Parties have executed this Trail Maintenance Interlocal Agreement on the day and year written above.

RECIPIENT: City of Clearwater

PINELLAS COUNTY, a political subdivision
of the State of Florida

By: _____
Name: George Cretelos
Title: Mayor

By: _____
Name: Mark S. Woodard
Title: County Administrator

ATTEST: CITY CLERK

By: _____

City Signature Page
Trail Maintenance Interlocal Agreement
Between Pinellas County and the City of Clearwater

Countersigned:

CITY OF CLEARWATER, FLORIDA

George N. Cretkos
Mayor

By: _____
William B. Horne, II
City Manager

Approved as to form:

Attest:

Matthew M. Smith
Assistant City Attorney

Rosemarie Call
City Clerk

