



Staff Report

File #: 15-616, **Version:** 1

Agenda Date: 11/24/2015

Subject:

Interlocal Agreement with the City of Belleair Beach for the design and construction of mast arm signalization at Gulf Boulevard and Causeway Boulevard.

Recommended Action:

Approval of an Interlocal Agreement with the City of Belleair Beach for the design and construction of mast arm signalization at Gulf Boulevard and Causeway Boulevard.

The County's financial contribution to the project is \$68,280. The total project cost is an estimated \$275,000.

Chairman to sign and the Clerk to attest.

County PID No. 002680A

Strategic Plan:

Ensure Public Health, Safety, and Welfare
2.5 Enhance pedestrian and bicycle safety.

Foster Continual Economic Growth and Vitality

4.4 Invest in infrastructure to meet current and future needs.

4.5 Provide safe and effective transportation systems to support the efficient flow of motorists, commerce, and regional connectivity.

Deliver First Class Services to the Public and Our Customers

5.1 Maximize partner relationships and public outreach.

5.2 Be responsible stewards of the public's resources.

5.3 Ensure effective and efficient delivery of County services and support.

Summary:

The purpose of this Interlocal Agreement (agreement) is to provide financial assistance and project management activities to the City of Belleair Beach (City) for the design and construction of a new mast arm signal at the intersection of Gulf Boulevard and Belleair Beach Causeway. The City is requesting this improvement as part of its beautification improvements.

Background Information:

In a letter from the City Manager dated February 4, 2015, the City requested the County's financial and project management assistance for the design and construction of mast arm signalization at Gulf Boulevard and Causeway Boulevard. County staff then prepared a concept plan and cost estimate for the proposed signal using the County's consultant, HNTB Corporation. The City agrees with the concept plan and cost estimate. While the City initially requested 50% funding participation, the County only has the financial capacity of providing \$68,280 towards the project through Transportation Impact Fee revenues. The City has determined they are capable of funding the remaining costs in excess of the County's portion and would like to continue with the project. County staff will cover all project management costs per the terms of the agreement.

Fiscal Impact:

The project will be funded through the Intersection Improvement Program utilizing Transportation Impact Fee revenues. The agreement requires the City to provide its portion of the costs in the amount of \$206,720 to the County in advance of the project activities. The design phase is estimated to be \$50,000, and the construction phase is estimated at \$225,000, for a total project cost of \$275,000. The City is responsible for any additional costs that exceed the total estimated project cost of \$275,000.

Staff Member Responsible:

Ken Jacobs, Traffic Division Manager, Public Works

Partners:

City of Belleair Beach

Attachments:

- Attachment 1 - Agreement
- Attachment 2 - Contract Review
- Attachment 3 - Location Map

***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 BELLEAIR BEACH
FOR
DESIGN AND CONSTRUCTION OF MAST ARM SIGNALIZATION
AT GULF BOULEVARD AND CAUSEWAY BOULEVARD**

PID No. 002680A

**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 BELLEAIR BEACH, a municipal corporation of the State of Florida, hereinafter referred to as the CITY.

WITNESSETH, That:

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 signalization at the intersection of Gulf Boulevard and Causeway Boulevard with mast arms, hereinafter referred to as the PROJECT, and has requested financial assistance through the Transportation Impact Fee program; and

WHEREAS, the CITY's PROJECT will aid the COUNTY in their planned Intelligent Transportation System/Advanced Traffic Management System (ITS/ATMS) improvements; and

WHEREAS, the CITY's PROJECT is eligible to be funded through the Transportation Impact Fee program.

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 2
SERVICES TO BE PROVIDED BY THE CITY

The CITY shall coordinate their beautification and utility undergrounding efforts with the COUNTY during both the design and construction phases of the PROJECT.

The CITY shall provide financial assistance to the COUNTY in the amount of Two Hundred Six Thousand Seven Hundred Twenty Dollars (\$206,720) for the design and construction of the PROJECT.

The CITY agrees to be responsible for any additional funds needed for this PROJECT that exceed the original estimate of \$275,000. Additionally, if contract modifications occur that increase the cost of the PROJECT, the City will pay the County within thirty (30) calendar days of notification by the County to ensure that cash on deposit with the County is sufficient to fully fund the cost of the PROJECT.

The CITY shall perform timely reviews of the plans and provide any written comments or concerns to the COUNTY Project Manager.

SECTION 3
SERVICES TO BE PROVIDED BY THE COUNTY

The COUNTY shall manage the design and construction phases of the PROJECT and advertise the PROJECT for construction. The PROJECT will be awarded to the lowest responsive, responsible bidder.

The COUNTY shall provide funding to support the PROJECT from Transportation Impact Fee revenues dedicated to this geographic area. The COUNTY'S contribution shall not exceed Sixty-eight Thousand Two Hundred Eighty Dollars (\$68,280).

SECTION 4
PROJECT FUNDING

The COUNTY agrees to fund the CITY'S PROJECT up to an amount not to exceed Sixty-eight Thousand Two Hundred Eighty and 00/100 Dollars (\$68,280.00). In addition, the COUNTY agrees to bear all costs for project management and construction inspection.

The CITY shall provide their financial assistance in the amount of Two Hundred Six Thousand Seven Hundred Twenty Dollars (\$206,720) via funds transfer to the COUNTY not later than November 1, 2015. If the CITY fails to timely provide funding, this contract shall automatically terminate, notwithstanding the provisions of Section 6 of this Agreement.

The total estimated cost of the PROJECT, including design and construction, is \$275,000. The CITY agrees to bear all design and construction expenses in excess of the total estimated cost, as set forth in Section 2. Additionally, should the contractor's bid selected by the COUNTY cause the total cost of the PROJECT to exceed the total estimated cost of the PROJECT, the CITY shall deposit an amount with the COUNTY equal to the difference between the total cost of the PROJECT and the total estimated cost of the PROJECT no later than 30 days from the date of notification of the COUNTY'S intent to award the construction contract. Should the selected bid amount be less than the estimated construction cost of the PROJECT, all funds on deposit with

the COUNTY will be held until the PROJECT is completed and accepted by the COUNTY. Any remaining funds will be refunded to the CITY within 90 days of final acceptance of the PROJECT.

**SECTION 5
ADDITIONAL SERVICES**

The COUNTY shall not enter into Additional Services that would require additional reimbursement without advance written approval 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 for this type installation.

**SECTION 6
TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party upon thirty (30) days written notice. This Agreement is subject to the availability of funding. 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. This Agreement may be modified only in writing executed by all parties. This Agreement shall be binding upon the parties, their successors, assigns and legal representatives.

**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
Pick Talley, Assistant County Administrator
22211 US 19, Building 1
Clearwater, FL 33765

CITY: City of Belleair Beach
Nancy Gonzalez, City Manager
444 Causeway Boulevard
Belleair Beach, FL 33786

**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 December 31, 2017 or the PROJECT'S completion and final acceptance.

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. Any contract the CITY enters into that is the subject of this agreement shall contain language that specifically indemnifies the COUNTY from any and all acts of the contractor and its agents. 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.

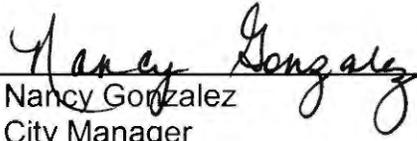
SECTION 11

GOVERNING LAW AND DOCUMENT EXECUTION

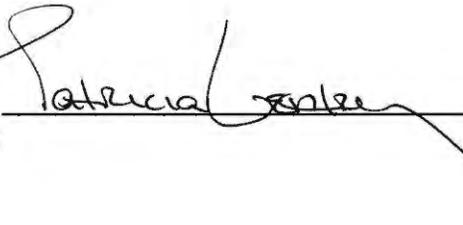
IN WITNESS WHEREOF, the parties hereto, governed by the laws of Florida, have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, the day and year first above written.

CITY OF BELLEAIR BEACH,
A municipal corporation of the State
of Florida

PINELLAS COUNTY, a political
subdivision of the State of Florida,
acting by and through the Board of
County Commissioners

By: 
Nancy Gonzalez
City Manager

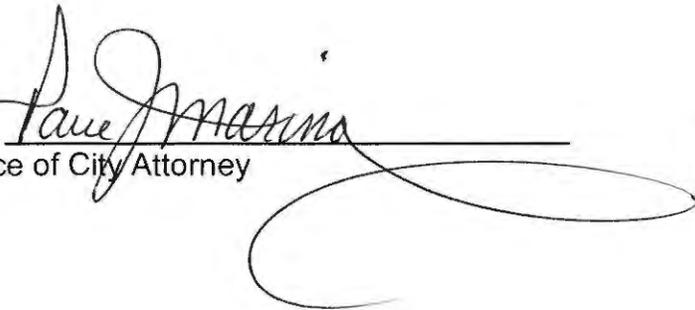
By: _____
John Morroni, Chairman

ATTEST: 
City Clerk

ATTEST: _____
County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 
Office of City Attorney

By: _____
Office of County Attorney

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: Interlocal Agreement with the City of Belleair Beach for the Design and Construction of Mast Arm Signalization at Gulf Boulevard and Causeway Boulevard

County PID No. 002680A

ESTIMATED EXPENDITURE / REVENUE: \$68,280
(Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in **RED**, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
Originator: Public Work, Traffic Engineering Rob Meador Ken Jacobs	Rev 8-17-15 8/18/15	REM	Typo on page 3 of 5 no additional	Skay me
Risk Mgmt: Virginia Holscher	8/18/15	GHV	Public Entity → Public Entity	
Finance:** Cassandra Williams	8/20/15	AW		
OMB:** Bill Berger	8/21/15	EB	See attached.	
Legal: Christy Pemberton	8/24/15	CDP		
Assistant County Administrator: Pick Talley	8/25/15	PT		

Please return to Merry Celeste, ext. #4-3185. All inquiries concerning this Agreement should be directed to Rob Meador, ext. #4-8851.

OMB Contract Review

Contract Name	Interlocal Agreement with the City of Belleair Beach for the Design & Construction of Mast Arm Signalization at Gulf Boulevard and causeway Boulevard				
CATS#	47912	Contract #		Date:	8/21/15

Mark all Applicable Boxes:

Type of Contract										
CIP	<input checked="" type="checkbox"/>	Grant	<input type="checkbox"/>	Other	<input type="checkbox"/>	Revenue	<input type="checkbox"/>	Project	<input type="checkbox"/>	002680A

Contract information:

New Contract (Y/N)	Y	Original Contract Amount	\$68,280.00
Fund(s)	3001	Amount of Change	
Cost Center(s)	414100	Contract Amount	\$68,280.00
Program(s)	3021	Amount Available	Total: \$68,280 TIF
Account(s)		Included in Applicable Budget? (Y/N)	N
Fiscal Year(s)	FY16		

Description & Comments

(What is it, any issues found, is there a financial impact to current/next FY, does this contract vary from previous FY, etc.)

This is an Interlocal agreement with the City of Belleair Beach to assist in their design and construction of a mast arm at the corner of Gulf Boulevard and Causeway Boulevard. This agreement provides \$68,280 towards the City's costs, estimated to be \$275,000. The County would also provide project management and construction inspection, however OMB is still looking into what the funding of the project management and construction inspection will be, whether they will be charging to this project (if so, what task/fund)? Or will this be incorporated into CIP Project 001031A, ATMS Gulf Blvd Intersections, of which this is one of the included intersections.

The City will provide their portion of the funds (\$206,720) in advance, and the County's portion will be funded completely utilizing TIF revenues. The City will be responsible for any additional costs. Although this is not in the FY16 budget, there are adequate TIF funds to pay for this and has already been included on the TIF tracking spreadsheet.

Analyst:



Ok to Sign:

Instructions/Checklist

1. Upon receipt of a contract and notification in County Admin Tracking System (CATS) review the Agenda and Contract for language and accuracy. Make sure there are available funds, the dept is not overextending itself, was it planned, etc.
2. Complete the form above using the contract document and the County accounting & budgeting systems.
3. Use the "Description & Comments" section to give a brief summary of the contract and include your thoughts and pertinent information.
4. Print the form, initial, and leave folder on the Director's desk.
5. Login to CATS and click in the cell next to your name. A date will appear and click on the date you completed your review. Choose save and close the CATS system.



**GULF BOULEVARD AT BELLEAIR BEACH CAUSEWAY
LOCATION MAP**

