

## JOINT PROJECT AGREEMENT

**BETWEEN PINELLAS COUNTY AND THE CITY OF MADEIRA BEACH FOR CONSTRUCTION SERVICES FOR THE RELOCATION AND REPLACEMENT OF PINELLAS COUNTY WATER MAINS, SEWER GRAVITY MAINS, FORCEMAINS AND RECLAIMED WATER MAINS OWNED AND MAINTAINED BY PINELLAS COUNTY IN CONJUNCTION WITH THE PROPOSED CITY OF MADEIRA BEACH ROADWAY, SIDEWALK AND DRAINAGE CONSTRUCTION IMPROVEMENTS ALONG 129<sup>TH</sup> AVENUE EAST, 131<sup>ST</sup> AVENUE EAST, EAST END LANE, BOARDWALK PLACE, AND PELICAN LANE ROADWAYS.**

### **SECTION 1 INTENT OF AGREEMENT**

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **PINELLAS COUNTY** a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY", and the **CITY OF MADEIRA BEACH, FLORIDA**, a municipal corporation existing under the laws of the State of Florida, within said Pinellas County, acting by and through its City Commission, herein referred to as "CITY", collectively "PARTIES".

WITNESSETH that:

WHEREAS the CITY desires to construct roadway and drainage system improvements along 129<sup>th</sup> Avenue East, 131<sup>st</sup> Avenue East, East End Lane, Boardwalk Place and Pelican Lane; and

WHEREAS, the COUNTY owns and operates potable water mains, fire hydrants, service lines, connections, water meters, gravity sewer mains, lateral services, force mains, reclaimed water mains, reclaimed water services, manholes, gate valves and miscellaneous utility appurtenances that require relocation and replacement along 129th Avenue East, 131st Avenue East, East End Lane, Boardwalk Place and Pelican Lane, as described in Exhibit A; herein referred to as "COUNTY UTILITY WORK," and

NOW, THEREFORE, in consideration of the monies hereinafter agreed to be paid and the mutual covenants contained herein, the parties hereby mutually agree as follows:

## **SECTION 2 SCOPE OF CONSTRUCTION SERVICES**

The scope of Construction Services for the PROJECT shall include the following:

As part of the City of Madeira Beach's 129th Avenue East, 131st Avenue East, East End Lane, Boardwalk Place and Pelican Lane roadway and drainage improvements, some of the existing watermain, reclaimed water and gravity sewer mains owned by COUNTY conflicts with the proposed road and drainage improvements and will be replaced or realigned to accommodate the proposed project improvements. The existing water mains are composed of 6-inch and 12-inch watermain with some being old cast-iron pipes and substandard thin wall PVC Conduit pipes that have surpassed their useful life. At 131st Avenue East, COUNTY proposes to install a new 6" HDPE or PVC watermain approximately 400 LF. At 129th Avenue East, COUNTY proposes to install a 12" HDPE or PVC x approximately 700 LF. At Pelican Lane, COUNTY proposes to install a new 6" HDPE or PVC x approximately 1086 LF and At East End Lane and Boardwalk Place. The COUNTY proposes to install a new 6" HDPE or PVC watermain approximately 650 LF. Part of the project will be installing a minimum of 3 new fire hydrants and new service lines, meter boxes and Automatic Meter Readers (AMR) to the project areas. There might be some minor reclaimed water and gravity sewer relocation and replacement due to the potential road and drainage conflict. ("COUNTY UTILITY WORK")

## **SECTION 3 SERVICES TO BE PROVIDED BY THE CITY**

Preceding this agreement, the COUNTY hired the services of one of it's Small Business Enterprise Consultants to design the COUNTY UTILITY WORK as part of the CITY's 129th Avenue East, 131st Avenue East, East End Lane, Boardwalk Place and Pelican Lane roadway and drainage improvement project (the "PROJECT"). Upon acceptance and approval of the construction plans and specifications by all parties, the CITY shall hire a private contractor to construct the COUNTY UTILITY WORK.

The COUNTY shall reimburse the CITY for the cost of the construction of the COUNTY UTILITY WORK as set forth in Section 5 below. The CITY shall not be obligated to provide work by its private contractor for the COUNTY UTILITY WORK that exceeds One Million Nine Hundred Thirty-Six Thousand Dollars and 00/100 (\$1,936,000.00) for the cost of said work.

The CITY will provide a representative to attend construction meetings and inspect the construction of the roadway and drainage improvements to ensure that construction is completed in accordance with the construction plans and specifications.

Upon completion of the COUNTY UTILITY WORK, the CITY shall ensure that any warranties, including materials, equipment, workmanship, and closeout documents, by the contractor constructing the COUNTY UTILITY WORK, is passed on to the COUNTY under the same terms and conditions as that warranty applies to facilities constructed or installed on behalf of the CITY.

## **SECTION 4 SERVICES TO BE PROVIDED BY THE COUNTY**

The COUNTY will provide a representative to attend construction meetings and inspect the construction of the COUNTY UTILITY WORK to ensure that COUNTY standards are met.

The COUNTY will submit and obtain any permits associated with the relocation of the COUNTY'S utilities and operation of the COUNTY UTILITY WORK.

When construction of the COUNTY UTILITY WORK is completed, the COUNTY shall own, operate, and maintain the upgrades to the COUNTY UTILITY WORK.

## **SECTION 5 FUNDING AND INVOICING**

The COUNTY will pay 100% of the total cost of construction and relocation of the COUNTY UTILITY WORK along 129th Avenue East, 131st Avenue East, East End Lane, Boardwalk Place and Pelican Lane, which shall not exceed One Million Seven Hundred Sixty Thousand Dollars and 00/100 (\$1,760,000.00).

The COUNTY will pay an additional ten percent (10%) of the total cost of construction services which shall not exceed One Hundred Seventy-Six Thousand Dollars and 00/100 (\$176,000.00), that will cover mobilization, maintenance of traffic and miscellaneous administrative fees of the COUNTY UTILITY WORK.

The CITY shall initially pay the total construction cost for the COUNTY UTILITY WORK. The CITY will invoice the COUNTY for the construction costs of the COUNTY UTILITY WORK, not to exceed One Million Nine Hundred Thirty-Six Thousand Dollars and 00/100 (\$1,936,000.00) upon approval of the COUNTY Project Manager. The COUNTY shall pay the CITY in accordance with the Florida Prompt Payment Act time schedule for construction projects.

During construction management, the CITY shall process invoices from the CITY's engineering consultant and construction contractor and submit copies to the COUNTY along with progress reports and requests for payment.

## **SECTION 6 BONDS, INSURANCE, AND INDEMNIFICATION**

The CITY will require the construction contractor to comply with the following conditions. The COUNTY shall be responsible for the costs attributed to said compliance with these conditions as part of the UTILITY WORK, subject to the total not-to-exceed figure established in Section 5:

- A. Indemnify, hold harmless, pay the costs of defense on behalf of and defend the COUNTY and its agents and employees and the CITY and its agents and employees from and against all claims, damages, losses and expenses arising out of or resulting from the performance of the Project or the COUNTY UTILITY WORK;
- B. Provide a dual obligee bond in the full amount of the PROJECT, naming the COUNTY and the CITY as obligees; and
- C. Provide insurance coverage naming the COUNTY and the CITY as additional insured entities and certificate holders.

## **SECTION 7 ACCOUNTING RECORDS**

Records of expenses pertaining to all construction services performed by the CITY's approved contractor related to the PROJECT, shall be kept in accordance with generally recognized accounting principles and procedures.

## **SECTION 8 EFFECTIVE DATE**

This Agreement shall take effect immediately upon filing with the Clerk of the Circuit Court in Pinellas County in accordance with Florida Statutes, Section 163.01(11), and shall continue in full force and affect until the CITY provides to the COUNTY mutually agreeable documentation which substantiates that this Agreement has been fully performed and COUNTY has paid all invoices under Section 5.

## **SECTION 9 TERMINATION**

Upon written notice, this Agreement may be terminated by any of the PARTIES in the event of substantial failure of another party to fulfill its obligation under this Agreement through no fault of the terminating party. This Agreement shall be deemed terminated on the fifteenth (15th) day after receipt of written notice of termination. The CITY, however, shall be entitled to receive payment for all work completed as of the date of termination.

**SECTION 10  
NOTICE**

All notices or reports under this Agreement shall be directed to the following addresses:

Project Manager for the COUNTY:      Shannon Ransom  
Utilities Planning & Project Management 14  
S. Ft. Harrison Avenue, 6<sup>th</sup> Floor  
Clearwater, FL 33756

Project Manager for the CITY:          Megan Wepfer  
Public Works Director  
City of Madeira Beach  
300 Municipal Drive  
Madeira Beach, FL. 33708

Engineer of Record for the CITY:      Albert Carrier, P.E.  
Principal, Tera Mara Consulting  
  
Civil Engineers, Land Surveyors  
11722 Walker Ave  
Seminole, FL 33772

## **SECTION 11 ENTIRE AGREEMENT**

This document, along with Exhibit A, shall constitute the entire agreement between the PARTIES regarding the construction of the COUNTY UTILITY WORK. 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. This agreement may be amended only by written instrument signed by both PARTIES. This Agreement shall be binding upon the PARTIES, their successors, assigns and legal representatives.

## **SECTION 12 ADDITIONAL PROVISIONS**

### **12.1 Compliance with Federal, State, County, and Local Laws**

Both Parties shall comply with all federal, state, county, and local laws, regulations, and ordinances at all times.

### **12.2 Responsibilities of the Parties**

The COUNTY and the CITY shall be fully responsible for their own acts of negligence and their respective employees' and/or agents' acts of negligence, when such employees and/or agents are acting within the scope of their employment; and shall be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of the immunity from or limitation of liability under the doctrine of sovereign immunity or Section 768.28, Fla. Statutes, 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 matter arising out of this Agreement.

### **12.3 Discrimination**

The COUNTY and the CITY shall, during the performance of this Agreement, comply with all applicable provisions of federal, state and local laws and regulations pertaining to prohibited discrimination.

### **12.4 Assignment**

This Agreement may not be assigned.

### **12.5 Severability**

Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law of competent jurisdiction, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

#### 12.6. Waiver

No act of omission or commission of either Party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.

#### 12.7. Due Authority

Each Party to this Agreement represents and warrants to the other Party that (i) it is duly organized, qualified and existing entity under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the party on whose behalf they are executing.

#### 12.8. Headings

The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

#### 12.9. Fiscal Funding

The obligations of the Parties are subject to sufficient budgeted funds being available in each budget year. In the event that sufficient budgeted funds are not available in a subsequent fiscal year, this Agreement shall terminate on the last day of the fiscal year for which sufficient budgeted funds are available without penalty to either of the Parties.

**IN WITNESS WHEREOF**, the PARTIES hereto, or their lawful representative, have executed this Agreement as of the date first above written.

CITY OF MADEIRA BEACH,  
a municipal corporation  
of the State of Florida

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

By: \_\_\_\_\_  
Anne-Marie Brooks, Mayor

By: \_\_\_\_\_  
Chairman

ATTEST:

WITNESS:

By: \_\_\_\_\_  
Clara VanBlargan, MMC, MSM, City Clerk

By: \_\_\_\_\_  
County Clerk  
(Seal)

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Thomas J. Trask, City Attorney

By: \_\_\_\_\_  
Office of the County Attorney