

**INTERLOCAL AGREEMENT
BETWEEN HILLSBOROUGH COUNTY AND PASCO COUNTY FOR
CONSTRUCTION
OF A PORTION OF KINNAN STREET AND MANSFIELD BOULEVARD**

This **INTERLOCAL AGREEMENT** (the “Agreement”) is made and entered into as of the Effective Date (as defined herein), by and between Hillsborough County, a political subdivision of the State of Florida (“Hillsborough”), with an address of 601 E. Kennedy Boulevard, Tampa, Florida 33602, and Pasco County, a political subdivision of the State of Florida (“Pasco”), with an address of 37918 Meridian Avenue, Dade City, Florida 33525.

WITNESSETH:

WHEREAS, Kinnan Street is a Hillsborough-owned urban collector road located partially within the boundaries of the City of Tampa, originating at Cross Creek Boulevard and ending approximately 2.2 miles to the north at the Hillsborough/Pasco border; and

WHEREAS, Mansfield Boulevard is a Pasco-owned urban collector road located in Pasco County directly north of Kinnan Street; and

WHEREAS, there is an approximate 70 foot gap between Kinnan Street and Mansfield Boulevard at the Hillsborough/Pasco border that has not been constructed; and

WHEREAS, when Kinnan Street was required to be constructed, the intent was for Kinnan Street to connect with existing Mansfield Boulevard in Pasco County; however, the connection was not completed due to opposition from neighboring subdivisions; and

WHEREAS, on June 11, 2019, the Pasco County Metropolitan Planning Organization revisited the connection issue after performing studies and surveys, and approved a recommendation to the Pasco County Board of County Commissioners to address the Kinnan Street/Mansfield Boulevard gap by constructing a gated roadway connection for emergency vehicles, together with bike lanes and/or sidewalk connections for bicyclists and pedestrians (the “Project”); and

WHEREAS, the purpose of this Interlocal Agreement is to coordinate and facilitate the mutual desire of Hillsborough and Pasco to complete the Project, specify the funds to be contributed by each party toward associated costs, and designate responsibility for ongoing maintenance, all for the benefit, safety, and welfare of the general public; and

WHEREAS, authority for this Agreement is set forth in Section 163.01, Florida Statutes, which permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

NOW, THEREFORE, Hillsborough and Pasco enter into this Agreement for the purpose of memorializing the obligations of each party with regard to financing, constructing, and maintaining the Project.

SECTION I: HILLSBOROUGH'S RESPONSIBILITIES

- 1.0 Hillsborough will serve as project manager for the design, permitting, and construction phases of the Project. Hillsborough's assigned staff project manager is the Director of the Hillsborough County Public Works Department or his designee, whose contact information shall be provided to Pasco in writing immediately following the execution of this Agreement by both parties.
- 1.1 Hillsborough shall provide comprehensive design, permitting, and construction administration services for the Project, including but not limited to the following specific duties and responsibilities:
 - A. Hillsborough shall maintain open communications with Pasco's assigned project manager and provide periodic progress reports and documentation about the Project as may be requested by Pasco. Throughout the design, permitting and construction phases of the Project, both project managers shall mutually schedule periodic progress meetings as deemed necessary.
 - B. Hillsborough shall retain qualified professionals using Hillsborough's standard procurement procedures, to provide engineering and construction contracting services for the design, permitting, and construction of the Project, as described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Scope of Work"), and in compliance with all applicable laws, regulations, and technical codes.
 - C. Hillsborough shall provide the design plans and the construction plans to Pasco for review and acceptance. At a minimum, documents shall be provided at the following stages: 100% design; and final construction plan completion (the "Final Construction Documents").

- D. The design of the gate identified in the Scope of Work shall be subject to approval by Pasco. Hillsborough agrees not to authorize construction of the Project until Pasco has approved the design of the gate, which approval shall not be unreasonably withheld, conditioned, or delayed.
- E. Hillsborough shall permit Pasco to inspect the construction work from time to time to verify that the work is progressing in accordance with the Final Construction Documents. Upon receipt from Pasco of written notice of any valid noncompliance issue, as reasonably determined by Hillsborough, Hillsborough agrees to use best efforts to cause its contractor(s) to rectify Pasco's concern.
- F. Hillsborough may from time to time make adjustments to the Scope of Work during the design and construction phases, subject to acceptance by Pasco's project manager. The foregoing notwithstanding, Pasco hereby authorizes Hillsborough to prepare, execute, and implement minor change orders for contract amendments necessitated by actual field conditions so as not to delay the contractor(s)' performance.
- G. Substantial Completion will be ascertained in accordance with Hillsborough's construction contract(s). Hillsborough will provide Pasco with notice of inspection for Substantial Completion, and Pasco will be invited to participate in the Substantial Completion inspections.
- H. Final Completion shall be ascertained in accordance with Hillsborough's construction contract(s). Hillsborough will provide Pasco with notice of inspection for Final Completion, and Pasco will be invited to participate in the Final Completion inspection. Prior to Final Completion, Hillsborough shall provide to Pasco the close-out documents as described in Hillsborough's construction contract(s).
- I. Hillsborough shall require its contractor(s) to hold harmless, indemnify, and defend Hillsborough and Pasco, and their respective officers, agents, and employees, from any and all claims, losses, penalties, fees, or any expense, damage, or liability incurred by any of them, whether for personal injury (including death) or property damage, arising directly or indirectly on account of or in connection with the work done by said contractor(s) on the Project. Hillsborough's contractor(s) shall be required to obtain and maintain in full force and effect industry-standard insurance coverage throughout the construction phase to secure this obligation.

- J. Hillsborough shall require its contractor(s) to warrant their work for a minimum period of one (1) year following Final Completion, acknowledging that all work will be of good quality, free from faults and defects, and constructed in accordance with the Final Construction Documents reviewed and accepted by the parties hereto.
 - K. All documents, including but not limited to design drawings, construction documents, permits, specifications, reports, technical data, inspection reports, tests, field books, etc., obtained by Hillsborough for the Scope of Work, shall be provided to Pasco upon Pasco's request and at Hillsborough's expense.
- 1.2 Hillsborough is responsible for acquiring all land rights within Hillsborough's boundaries needed to successfully construct the Project. These land rights shall be obtained prior to issuance of a Notice to Proceed letter to the construction contractor(s).
- 1.3 Upon Final Completion of the Project, Hillsborough shall, at its cost and expense, assume responsibility for the operation, management, and maintenance of all portions of the Project located south of the Hillsborough/Pasco border.

SECTION II: PASCO'S RESPONSIBILITIES

- 2.0 Pasco shall provide and perform Project support duties as defined below to ensure that Hillsborough is able to furnish design, construction and contract administration services to the mutual satisfaction of Hillsborough and Pasco, and other governing agencies that have jurisdictional control over the Project.
- 2.1 The specific Project support duties and responsibilities to be provided by Pasco shall include but not be limited to the following:
- A. Pasco's Director of the Pasco County Engineering Services Department or their designee shall be Pasco's assigned staff project manager, whose contact information shall be provided to Hillsborough in writing immediately following the execution of this Agreement by both parties. Pasco's project manager shall work with Hillsborough's project manager in typical day to day coordination of Project design, permitting and construction. Pasco's project manager shall attend periodic construction progress meetings with and between Hillsborough and its Project contractor(s) and/or subcontractor(s). The Hillsborough and Pasco project managers shall maintain open communication with each other and provide periodic progress reports and documentation about the Project as requested by the other. Throughout the design, permitting and construction phases of the Project,

both project managers shall mutually schedule periodic progress meetings as deemed necessary.

- B. During the design phase of the Project, Pasco shall timely provide any information in Pasco's possession requested by Hillsborough or Hillsborough's design engineer. Pasco agrees to review draft design plans at the 100% stage of completion, as well as the Final Construction Documents, within fifteen (15) days of receipt of said plans from Hillsborough. Pasco will provide Hillsborough with detailed comments on Project plans, so that Hillsborough can submit any such comments to its design engineer.
- C. Pasco agrees to facilitate and expedite the review and issuance of any and all permits necessary for work of the Project to proceed, including the review and issuance of any permits under the jurisdiction and control of Pasco, such as a right-of-way use permit.
- D. Pasco agrees to participate in inspections scheduled at the Substantial Completion and Final Completion phases of the Project. Pasco reserves the right to provide written notice to Hillsborough of any concerns of noncompliance with the Final Construction Documents, and Hillsborough agrees to use reasonable efforts to cause its contractor(s) to rectify any valid noncompliance issues, as reasonably determined by Hillsborough in accordance with good construction administration practices.
- E. Pasco is responsible for any community outreach that Pasco deems necessary to inform the public of Project details, prior to the start of construction. Pasco will coordinate with Hillsborough regarding the scheduling of any public meetings, workshops, or the distribution of Project information, and will provide notice to Hillsborough of any such activities and complete copies of related materials at least five (5) working days prior to the event. Hillsborough and/or their contractor will address questions/issues as they arise during construction. Pasco may provide notice of its intent to enter into this Agreement to affected Pasco County subdivisions, Community Development Districts or other interested parties prior to Pasco's approval of this Agreement, and such notice of intent shall not require advance notice to Hillsborough.

2.2 Pasco is responsible for acquiring all land rights within Pasco's boundaries needed to successfully construct the Project, as reasonably determined by Hillsborough, its design engineer, or its construction contractor(s). Pasco agrees to undertake any such acquisition in good faith and as expeditiously as possible, and will keep Hillsborough

informed of any issues arising during negotiations with affected property owners that may delay, complicate, or impact the acquisition.

- 2.3 Upon Final Completion of the Project, Pasco shall, at its cost and expense, assume responsibility for the operation, management, and maintenance of all portions of the Project located north of the Hillsborough/Pasco border, including the gate.

SECTION III: DESIGN AND CONSTRUCTION FUNDING

- 3.0 Funding for the Project, including costs relating to the design, purchase, and installation of the gate, will be provided by Hillsborough.
- 3.1 Funding of all costs relating to the maintenance of the gate will be provided by Pasco.
- 3.2 Funding for any land rights within Hillsborough's boundaries needed to successfully construct the Project will be provided by Hillsborough.
- 3.3 Funding for any land rights within Pasco's boundaries needed to successfully construct the Project will be provided by Pasco.
- 3.4 Funding for operating, managing, and maintaining all portions of the completed Project located within Hillsborough's boundaries will be provided by Hillsborough.
- 3.5 Funding for operating, managing, and maintaining all portions of the completed Project located within Pasco's boundaries will be provided by Pasco.

SECTION IV: ACCESS LIMITATION

The parties agree that use of the roadway connection and gate will be limited to Pasco, Hillsborough and City of Tampa emergency personnel (law enforcement and fire rescue), as well as contracted ambulance service providers ("Emergency Personnel"). The Project connection may also be opened by Emergency Personnel in the event of a public emergency, including but not limited to hurricane evacuation. The gate will be equipped with suitable technology to allow Emergency Personnel to quickly open and close the gate as needed, and any equipment failure relating to the gate will be reported to Pasco for servicing and repair. The bicycle/pedestrian connection may be used by any member of the public. The bicycle/pedestrian connection shall not be gated, but either Hillsborough or Pasco may install signs or barriers to prevent the bicycle/pedestrian connection from being used by motor vehicles.

SECTION V: TERM OF AGREEMENT

This Agreement shall come into effect on the later of the dates that the Agreement is recorded in the Public Records of Hillsborough and Pasco Counties (“Effective Date”), and shall remain in effect until such time as the gate is removed by Pasco.

SECTION VI: MISCELLANEOUS

- 6.0 The recitals set forth at the beginning of this Agreement are true and correct, and are incorporated herein by this reference.
- 6.1 This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for claims initiated by Pasco shall be exclusively in Hillsborough County, Florida, and venue for claims initiated by Hillsborough shall be exclusively in Pasco County, Florida.
- 6.2 This Agreement shall be modified or amended only by written agreement of Hillsborough and Pasco through authorized representatives.
- 6.3 If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should be held invalid or unenforceable by a court of competent jurisdiction, then such provision shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect.
- 6.4 This Agreement and the attached Exhibit(s) contain the final and entire agreement between the parties with respect to the matters set forth herein, and no other statement, representation, writing, understanding, agreement, course of action or course of conduct made by either party, or any representative of either party, which is not expressed herein shall be binding.
- 6.5 Time is of the essence with regard to all dates and times set forth in this Agreement. If the final date of any period set forth herein falls on a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America, the final date of such period shall be extended to the next day that is not a Saturday, Sunday, or legal holiday.
- 6.6 Hillsborough and Pasco will, whenever and as often as shall be reasonably requested to do so by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further confirmation, instruments of further assurance, and any and all such further instruments and documents as may be reasonably necessary, expedient or proper, in order to evidence or complete any and all

transactions or to accomplish any and all matters and things provided in this Agreement.

- 6.7 The words “herein”, “hereunder”, “hereto”, “hereby”, and “hereinafter”, and like words wherever the same appear herein, mean and refer to this Agreement in its entirety and not to any specific paragraph, section, or subsection hereof, unless otherwise expressly designated in context. The term “include”, “including” and similar terms shall be construed as if followed by the phrase “without being limited to”. The use of the singular in this Agreement shall include the plural, and the pronouns shall be considered masculine, feminine or neutral in gender wherever the context so requires.
- 6.8 Nothing in this Agreement shall operate as a waiver of the sovereign immunity afforded to either party as provided in Section 768.28, Florida Statutes.
- 6.9 No change, waiver or discharge of the provisions of this Agreement shall be valid unless in writing and signed by the party against which it is sought to be enforced. No delay or omission by either party in exercising any right or remedy or enforcing any obligation hereunder shall be construed as a waiver of that right, remedy or obligation. A waiver by either of the parties of any default or breach shall not operate as a waiver of any succeeding default or breach or any other default or breach of this Agreement.
- 6.10 The parties agree that this Agreement and all documents associated herewith may be executed by Hillsborough utilizing electronic signature in a matter that complies with Chapter 668, Florida Statutes, and as approved by the Hillsborough County Board of County Commissioners in Resolution R15-025 on February 4, 2015.
- 6.11 This Agreement may be executed in more than one counterpart, all of which taken together shall constitute one and the same original, and the execution of separate counterparts by the parties shall bind the parties as if they had each executed the same counterpart.
- 6.12 No assignment, delegation, transfer, or novation of this Agreement or any part hereof shall be made without the prior written approval of the other party hereto.
- 6.13 Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties or the other.
- 6.14 Hillsborough shall record this Agreement at its sole cost in the Public Records of Hillsborough County, Florida. Pasco shall record this Agreement at its sole cost in the Public Records of Pasco County, Florida. Pursuant to Section 163.01 (11), Florida

Statutes, this Agreement is not effective until it is recorded in Hillsborough and Pasco Counties.

SECTION VII: NOTICE

Any and all notices, demands, consents, approvals or other communication which is required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if transmitted by hand-delivery with receipt thereof, by a nationally recognized overnight delivery service, or by certified mail posted prior to the expiration date for such notice, return receipt requested and first class postage prepaid, to the following addresses:

If to Hillsborough:	Hillsborough County Public Works Department 601 E. Kennedy Blvd., 22 nd Floor Tampa, Florida 33602 Attention: Director
With a copy to:	Hillsborough County Attorney's Office 601 E. Kennedy Blvd., 27 th Floor Tampa, Florida 33602 Attention: Real Estate and Development
If to Pasco:	Pasco County Engineer/ Engineering Services 5418 Sunset Road New Port Richey, Florida 34652
With a copy to:	Pasco County Attorney's Office West Pasco Government Center 8731 Citizens Drive, Suite 340 New Port Richey, Florida 34654

or to such other address as a party may have specified in writing to the other party using the procedures contained in this section. Notices sent (i) via hand-delivery shall be deemed delivered when received; (ii) via overnight delivery by a nationally recognized overnight delivery service shall be deemed delivered on the next business day after deposit with such service; and (iii) via certified mail shall be deemed delivered on the date of receipt.

SECTION VIII: DISPUTE RESOLUTION

8.0 The parties recognize that they are entities subject to the dispute resolution procedures set forth in Chapter 164, Florida Statutes.

8.1 In the event of a dispute between the parties concerning this Agreement, Hillsborough and Pasco agree to attempt to resolve the dispute as expeditiously and inexpensively as feasible. Specifically, their respective staffs will meet within ten (10) days of the provision of notice of the dispute and attempt in good faith to resolve the dispute. They may jointly agree to a mediator to expedite and effectuate a resolution. If they are unable to agree upon a mediator, within ten (10) days thereafter, they shall jointly request the Chief Judge of the 13th Judicial Circuit to appoint a mediator qualified in construction law to mediate the dispute in accordance with the court's pre-suit mediation procedures. The mediation shall occur within ten (10) days after the mediator is appointed. If the dispute cannot be resolved at this level, the Chapter 164 remedies shall be available. Each party shall pay equally in the cost of the mediation.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the Effective Date.

**ATTEST:
PAT FRANK
CLERK OF THE CIRCUIT COURT**

**HILLSBOROUGH COUNTY, A
POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA**

BY: _____
DEPUTY CLERK

BY: _____
CHAIRMAN

PRINT NAME: _____

PRINT NAME: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

BY: _____
Susan J. Fernandez
Chief Assistant County Attorney

**ATTEST:
NIKKI ALVAREZ-SOWLES, ESQ.
CLERK OF THE CIRCUIT COURT**

**PASCO COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA**

BY: _____
DEPUTY CLERK

BY: _____
CHAIRMAN

PRINT NAME: _____

PRINT NAME: _____

Exhibit “A”

The Hillsborough County Public Works Administration (COUNTY) in coordination with the Pasco County Engineering Services Department completed the Kinnan Street-Mansfield Boulevard connection at the Hillsborough-Pasco County Line, and will install an Emergency Access Gate (EAG) to close Kinnan Street-Mansfield Boulevard to regular traffic. The developer (BFE Corporation / MI Homes) has prepared construction documents (by Fuxan Engineering, Inc., dated November 8, 2016) and received an approved SWFWMD permit modification (Application 727078; Permit No. 43030582.001) for the construction of the 100-ft (+/-) roadway / sidewalk connection. Hillsborough County is responsible to prepare plans for the Emergency Access Gate and associated features to accommodate emergency vehicle access along with bicycles and pedestrians. The project length is approximately 500-feet (0.095 miles).

The Emergency Access Gate (EAG) system is proposed to be designed and activated for use on the Kinnan Street (Hillsborough County) and Mansfield Boulevard (Pasco County) connection only by Emergency Personnel as defined in the Interlocal Agreement above. The activation of the EAG can be made to open or close the gate remotely using a system that is compatible amongst all agencies anticipated to use the gate. Other traffic control devices such as regulatory signs, warning signs, and pavement markings are required to augment the safe and efficient operation of this system. The EAG control unit shall be powered using single phase, 240/480 Volt Active Current (VAC) commercial power. The EAG will consist of a non-crashworthy, swing-arm style gate.

Hillsborough County hired a CONSULTANT to function as the design engineer and prepare the Plans, Specifications and Estimates (PS & E), Technical Special Provisions (TSP) documents for the COUNTY to let a contract to construct the EAG and associated features.

EMERGENCY ACCESS GATE- PROJECT DESCRIPTION

- Meet with the various Hillsborough and Pasco COUNTY divisions known as the stakeholders, and assist in the development, and selection of the EAG technology, and type.
- Provide support, and technical recommendations, and assessment of the EAG.
- Develop the TSP for the selected EAG.
- Prepare the concept plan including the signing, pavement marking, and the method of attachment of the EAG to a single stable support structure.
- Prepare the PS & E package for construction letting.