

BOARD OF COUNTY COMMISSIONERS

DATE: November 19, 2013

AGENDA ITEM NO. 18

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Approval of First Amendment to the Funding Agreement Between Pinellas County and Palm Harbor Community Services Agency, Inc. (PHCSA) for Capital Improvement Projects for Recreational Facilities.

Department:

Parks & Conservation Resources (PCR)

Staff Member Responsible:

Paul Cozzie, Director

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS APPROVE, THE CHAIR SIGN, AND THE CLERK ATTEST THE FIRST AMENDMENT TO THE FUNDING AGREEMENT BETWEEN PINELLAS COUNTY AND PALM HARBOR COMMUNITY SERVICES AGENCY, INC.

Summary Explanation/Background:

In August 2011, the PHCSA Parks and Recreation Department requested \$1,000,000 in funds included in the FY2012 Capital Improvement Program (CIP) for Unincorporated Recreation Fields for athletic field lighting at the Sunderman Athletic Complex and Putnam Park to include six (6) baseball/softball fields, one (1) multi-purpose field, two (2) batting cages and sand volleyball courts at the Sunderman Athletic Complex and four(4) baseball fields, one (1) multipurpose field and two (2) tennis courts at Putnam Park. The amount of the request was designated as the recipient of the Unincorporated Recreation Fields project funds as part of CIP Six Year Work Plan FY2010-FY2015 allocations.

The Palm Harbor Athletic Field Lighting project was completed with expenditures of \$922,190. Therefore, there is a remaining balance of \$77,810 in the Unincorporated Recreation Fields project fund.

In August 2013, the PHCSA Parks and Recreation Department requested via a letter (Attachment A) to utilize the remaining funds for various projects. All listed projects have been reviewed by the County Attorney's Office as well as the Office of Management and Budget as qualifying Penny projects. The expenditures are mostly related to the preservation of buildings and other facilities, under the Operating Agreement with PHSCA. They are County assets and the expenditures are justified.

Fiscal Impact/Cost/Revenue Summary:

The First Amendment to the Funding Agreement between Pinellas County and PHCSA would provide a total of \$77,810 to complete various projects listed in Attachment A. All projects paid for by the First Amendment will remain property of the County upon completion of the operating agreement.

Funding for the project is provided by the Penny for Pinellas, Parks, Recreation and Culture, Unincorporated Recreation Fields Fund.

Exhibits/Attachments Attached:

Attachment A: Letter from CSA Palm Harbor

Attachment B: Contract Review

Attachment C: First Amendment to Funding Agreement

Attachment D: Funding Agreement



August 13, 2013

To: Whom It May Concern;

I am formally asking that the remaining Penny Funds from the original agreement dated July 10, 2012 be allocated to Palm Harbor Parks and Recreation for the listed capital improvements projects. There was a cost savings on the original lighting project and the total remaining funds were \$77810.

Below is a current list of projects to be completed with these funds.

- a). Replace a retaining wall behind the Centre's campus with concrete to include removal of current rotted wood, and replace with a more sturdy concrete wall..
- b). Correct drainage issue at the Sunderman Complex in the dugouts of two baseball fields by raising the concrete flooring to pitch water drainage..
- c). Replace one maintenance truck with over 100,000 miles on it.
- d). Repair roof on second building of the Centre's campus.
- e). Repair roof at the Putnam Building.
- f). Repair of the roof at the Centre's main building....

If you have any further questions or concerns please contact me as soon as possible.

Sincerely,

Erica Lynford
Director- CSA Palm Harbor

CONTRACT REVIEW TRANSMITTAL SLIP

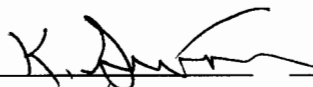
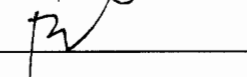

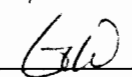
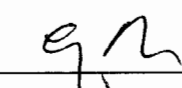
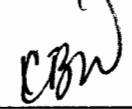


PROJECT: First Amendment to Agreement between Palm Harbor Community Services Agency, Inc. and Pinellas County

CONTRACT NUMBER: n/a **ESTIMATED EXPENDITURE:** \$77,810

In accordance with the policy guide for Contract Administration, the attached documents are submitted for your review and comment

Upon completion of your review, please complete the Contract Review Transmittal Slip below and forward to the next Review Authority on the list. Please indicate suggested changes by revising, in RED, the appropriate section of the documents to reflect the exact wording of the desired change.

OTHER SPECIFICS RELATING TO THE CONTRACT: _____

<u>REVIEW SEQUENCE</u>	<u>REVIEW AUTHORITY</u>	<u>REVIEW DATE</u>	<u>SIGNATURE</u>	<u>COMMENTS</u>	<u>COMMENTS REVIEWED AND INCORPORATED (ORIGINATOR'S INITIALS & DATE)</u>
Originators	Kathy Swain	8/22/13			
	Paul Cozzie	8/24/13			
Risk Mgmt. 	Virginia Holscher	8/28/13		Ins. in original	K& 10/2/13
OMB	Eric Naughton	9/5/13			
Finance	Cassandra Williams	9/10/13			
Legal	Michelle Wallace	9/11/13			
Asst. County Admin	Mark Woodard	9/17/13		B ² - Has OUB reviewed all projects for legal application of Perry funds?	K& 10/2/13

**FIRST AMENDMENT TO AGREEMENT
BETWEEN
PALM HARBOR COMMUNITY SERVICES AGENCY, INC.
AND
PINELLAS COUNTY**

THIS FIRST AMENDMENT to Agreement is made and entered into as of the ____ day of _____, 2013 ("effective date") by and between the PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and PALM HARBOR COMMUNITY SERVICES AGENCY, INC., a Florida nonprofit corporation, hereinafter referred to as "PHCSA."

WITNESSETH:

WHEREAS, the COUNTY and PHCSA previously entered into an Agreement ("AGREEMENT") on July 10, 2012, to provide funding for the installation and construction of athletic complex field lighting on recreational facilities owned by the County and managed and operated by PHCSA

WHEREAS, the parties desire to amend the Term of the Agreement and add a Scope of Work, as provided herein.

WHEREAS, the sum of \$77,810 of the original Agreement has not been expended by PHSCA, and remains available, and PHCSA has requested and the COUNTY has agreed to apply the remaining funds to projects that improve and enhance Palm Harbor Parks and Recreation Centre Campus, Sunderman Complex, and Putman Complex for active recreation programs as provided herein.

NOW, THEREFORE, in consideration of the above and the mutual terms, covenants and conditions contained herein, the parties agree as follows:

1. The Agreement is hereby amended as set out to include Exhibit A, Scope of Work, attached hereto.
2. Paragraph 2, Term of the Agreement is hereby amended to provided that the Agreement shall commence on the effective date of this Amendment and terminate on the date of the final completion of the Scope of Work, unless other terminated as provided herein.
3. Except as amended herein, all terms, provisions and covenants of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the County and PHCSA have executed this Agreement on the day and year set forth above.

PALM HARBOR COMMUNITY
SERVICES AGENCY, INC.

By: 

Chairman

PINELLAS COUNTY, FLORIDA, by and
through its Board of County Commissioners

By: _____

Chairman

ATTEST:
KEN BURKE, CLERK OF COURT

By: _____

Deputy Clerk

APPROVED AS TO FORM:
OFFICE OF COUNTY ATTORNEY

By: 

Senior Assistant County Attorney

SCOPE OF WORK

The Palm Harbor Community Services Agency Inc. has requested the remaining Penny Funds from the original agreement dated July 10, 2012 be allocated to Palm Harbor Parks and Recreation for the following capital improvement projects. Reference Attachment "A".

- Replace retaining wall behind the Centre's campus to include removal of current rotted wood, and replace with a sturdier concrete wall.
- Correct drainage issue at Sunderman Complex dugouts by raising the concrete flooring to pitch water drainage.
- Replace maintenance truck.
- Repair ancillary building roof at Centre campus
- Repair roof at Putnam complex
- Repair main building roof at Centre campus

Project Total: Up to \$77,810

AGREEMENT

THIS AGREEMENT is entered into as of the 10th day of July, 2012 ("Effective Date"), between Pinellas County, a political subdivision of the State of Florida, hereinafter "County," and the Palm Harbor Community Services Agency, Inc., a nonprofit Florida corporation, hereinafter "PHCSA."

WHEREAS, the County and the PHCSA have previously entered into an agreement dated August 11, 1998, establishing a public/private partnership which provides public library and recreation services and facilities within the Palm Harbor Community Services District, a municipal services taxing unit of the County ("MSTU"); and

WHEREAS, capital funds have been budgeted in the County's FY12 capital project fund budget to acquire, install and construct athletic complex field lighting on recreational facilities owned by the County and managed and operated by the PHCSA ("Project"); and

WHEREAS, the parties desire to establish their respective duties and responsibilities with regards to the Project as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The parties hereto shall coordinate efforts to complete the Project to enhance active recreational opportunities provided by PHCSA in the MSTU. In support of this cooperative effort, PHCSA agrees to be responsible for the bid award, design and construction of the Project, and the County has previously conducted the bidding process on behalf of PHCSA and agrees to be responsible for the disbursement of the capital funding to PHCSA, as provided herein.

2. The term of this Agreement shall commence on the Effective Date and terminate on the date of the final completion of the Project, unless otherwise terminated as provided herein.

3. During the term hereof, PHCSA shall manage, supervise, oversee and be solely responsible for completing the Project, including:

A. Selecting engineers, contractors, and any other third parties necessary to complete the Project, in accordance with the applicable competitive selection requirements;

B. Awarding bids and contracting and/or subcontracting with all third parties necessary to complete the Project, including paying all sums due engineers, contractor(s), or any other third parties providing work, materials, and/or services on the Project. All contracts shall at a minimum require a bond or other security that meets the requirements of Sections 255.05 and/or 713.23, Florida Statutes, as applicable; provide for a retainage on all draw payments as determined by PHCSA; and provide notification that the real property to be improved is owned

by Pinellas County, a political subdivision of the State of Florida, and is therefore not subject to a construction lien as provided in Chapter 713, Florida Statutes;

- C. Securing all permits and approvals required for the Project;
- D. Managing the construction of the Project, including all contracts relating to the Project; and
- E. Taking any other actions necessary to complete the Project.

4. During the term hereof, from budgeted Project funds, the County shall pay to PHCSA on a periodic basis Project funds for Project costs, including engineers, contractor(s), or any other third parties providing work, materials, and/or services on the Project. PHCSA may invoice the County only for sums due to third parties for the Project for up to thirty (30) days in advance of the date of the invoice, or no earlier than thirty (30) days prior to the due date of a draw payment due to third parties. Except as provided herein, under no circumstances shall the County be liable for any costs or expenses in any way connected with or related to the Project, and the County's sole obligation will be to disburse capital funds for Project costs as provided herein.

5. PHCSA covenants and agrees that it will indemnify and hold harmless the County and its officers, employees, agents and contractors from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by PHCSA, its officers, employees, agents and contractors, or subcontractors during the term of the Agreement, or in any way related to or arising from the Project, whether direct or indirect, and whether to any person or property to which County or said parties may be subject, including County's costs and attorneys fees incurred in defending such claims, except that neither PHCSA nor any of its officers, agents, employees, contractors or subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of County or any of its officers or employees.

6. Termination.

A. The County reserves the right to terminate this Agreement, without cause, by giving thirty (30) days prior written notice to PHCSA of its intention to terminate pursuant to this provision.

B. Failure of PHCSA to comply with any of the provisions of this Agreement shall be considered a material breach hereof and shall be cause for immediate termination of the Agreement at the discretion of the County.

C. In the event funds are not budgeted and appropriated by the County in any fiscal year for purposes described herein, then the County shall notify PHCSA of such occurrence, and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the County.

7. Waiver. One or more waivers of any covenant or condition by either party shall not be construed as a waiver of a subsequent breach of the same covenant or conditions by the other party, and the consent or approval by either party to or of any action by the other party requiring consent or approval shall not be construed a consent or approval to or of any subsequent similar act by the other party.

8. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating a relationship of principal and agent or of partnership or joint venture between the parties hereto.

9. Notices. All notices given to the County hereunder shall be forwarded to the designated contact person at the following address:

Kathy Swain
Pinellas County Parks & Conservation Resources
12520 Ulmerton Road
Largo, FL 33774

by first class mail or email until PHCSA is notified otherwise in writing. All notices given to PHCSA hereunder shall be forwarded to the designated contact person at the following address:

Erica Lynford
Palm Harbor Parks & Recreation
1500 16th Street
Palm Harbor, FL 34683

by first class mail or email until the County is notified otherwise in writing.


10. Successors; Assignment. The covenants, provisions, and agreements herein contained shall in every case be binding upon and insure to the benefit of the parties hereto respectively and their respective heirs, executors, administrators, successors and assigns, as applicable, except that the right of PHCSA to assign PHCSA's interest under this Agreement is and shall be subject to the written consent of the County as hereinabove provided, which provision is not intended to waive, qualify or alter in any manner whatsoever by this clause or any other clause herein referring to assigns.

11. No Representations. The Agreement as hereinabove set forth, including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the parties, and no covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter the performance or the rights of the parties as hereinbefore stated.


(Signature Page Follows)

IN WITNESS WHEREOF, the County and PHCSA have executed this Agreement on the dates indicated below.

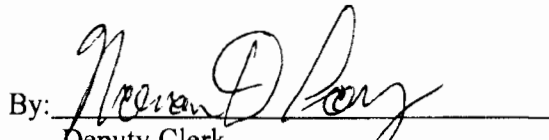
PALM HARBOR COMMUNITY
SERVICES AGENCY, INC.

By: 
Chairman

PINELLAS COUNTY, FLORIDA, by and
through its Board of County Commissioners

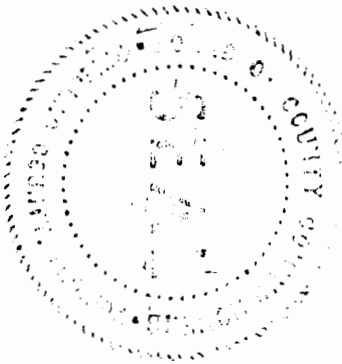
By: 
Chairman

ATTEST:
KEN BURKE, CLERK OF COURT

By: 
Deputy Clerk

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: 
Chief Assistant County Attorney



Bid Title: Sports Lighting Installation – Palm Harbor
Bid Number: 112-0088-B (LN)

	DAVCO ELECTRIC	HIMES ELECTRIC COMPANY	M. GAY CONSTRUCTORS	RILEY ELECTRIC COMPANY
DESCRIPTION				
Putnam Park	\$ 547,272.00	\$ 427,500.00	\$ 419,000.00	\$ 399,886.00
Sunderman Park	\$ 707,742.00	\$ 526,500.00	\$ 545,000.00	\$ 493,173.00
TOTAL BID	\$1,255,014.00	\$ 954,000.00	\$ 964,000.00	\$ 893,059.00