
INTERLOCAL AGREEMENT

regarding

BRADENTON BEACH BRIDGE STREET PIER PROJECT

MANATEE COUNTY, FLORIDA
CITY OF BRADENTON BEACH, FLORIDA

This Interlocal Agreement (“Interlocal Agreement” or “Agreement”) is made and entered into as of the 28th day of January, 2014, by and between **Manatee County**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and the **City of Bradenton Beach**, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the “City”.

RECITALS

WHEREAS, pursuant to and in accordance with Section 125.0104, *Florida Statutes* (the “Act”) and Article II of Chapter 2-29 of the Manatee County Code of Ordinances (the “Code”) the County levies and collects a five percent (5%) tourist development tax, a portion of the proceeds of which are legally authorized to be used to pay the cost of remodeling, repair and improvement of publicly-owned fishing piers within the meaning of the Act; and

WHEREAS, the City owns and operates a publicly-owned fishing pier known as the Bradenton Beach Bridge Street Pier, and intends to remodel, repair and improve the pier within the meaning of the Act, as described in Exhibit “A” attached hereto (the “Project”); and

WHEREAS, Section 163.01, *Florida Statutes*, the “Florida Interlocal Cooperation Act”, permits the County and City to enter into this Interlocal Agreement to exercise the powers, privileges and authority which they share in common and which each might exercise separately, in order to make the most efficient use of their powers; and

WHEREAS, the County and the City wish to enter into this Interlocal Agreement to establish their mutual rights and obligations with respect to joint participation in the funding of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and the City agree as follows:

Article I
AUTHORITY

This Interlocal Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but not limited to) Sections 1 and 2 of Article VIII of the Constitution of the State of Florida, Chapters 125 and 166 of Florida Statutes and Section 163.01 of Florida Statutes.

Article II
CONSTRUCTION

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identities of the party or parties, personal representatives, subcontractors, successors or assigns may require.

Article III
COUNTY CONTRIBUTION TOWARD PROJECT FUNDING

3.1 City Completion of Project. The City shall complete the Project, either with its own forces or through contracted service providers, substantially in accordance with the description of the Project set forth in Exhibit "A".

3.2 County Matching Fund Contribution Toward Project Funding. The County shall reimburse the City for actual costs incurred in the design, permitting and construction of the Project ("Project Costs"), in an amount not to exceed one million dollars (\$1,000,000.00), subject to the City paying fifty percent (50%) of such Project Costs as they are incurred, as a dollar-for-dollar match of City and County funding of the Project. The City shall also be responsible for paying one hundred percent of such Project Costs in excess of aggregate City and County funded Project Costs of two million dollars (\$2,000,000), as may be necessary to complete construction of the Project.

3.3 Invoice and Payment. The County shall reimburse the City for fifty percent (50%) of the Project Costs described in Section 3.2 within ninety (90) days of receipt of an application for payment that meets the requirements of this Section. The City's applications for payment shall be submitted as written requests to the Bradenton Area Convention & Visitors Bureau and shall: (i) identify all Project Costs funded by the City for which a fifty percent (50%) matching fund reimbursement is requested; and (ii) include detailed invoices (indicated as paid with reference to date of payment and check number), copy of cancelled check (front & back) and a completed W-9 and any other documentation acceptable to the County reasonably necessary to identify the Project Costs incurred and funded by the City. The City shall apportion reimbursable costs on a monthly basis, and shall submit applications for payment no more frequently than once every three (3) months.

3.4 Use of County Payments. The City shall use the funds paid by the County to the City hereunder solely for the purpose of paying Project Costs.

Article IV
TERM AND TERMINATION.

4.1 Effective Date. This Interlocal Agreement shall take effect as of its date set forth above.

4.2 Termination. Unless terminated for cause in accordance with applicable law, this Interlocal Agreement shall terminate on January 1, 2016.

Article V
AMENDMENTS; ENFORCEMENT

5.1 Amendments Generally. This Interlocal Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the Board of County Commissioners and for the City by the City Council, and only if properly executed by all the parties hereto.

5.2 Enforcement. The parties to this Interlocal Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article VII
MISCELLANEOUS PROVISIONS

6.1 Validity. After consultation with their respective legal counsel, the County and the City each represents and warrants to the other its respective authority and power under Florida law to enter into this Interlocal Agreement, acknowledges the validity and enforceability of this Interlocal Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The City and the County each hereby represents, warrants and covenants to and with the other (i) that this Interlocal Agreement has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this Interlocal Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).

6.2 No General Obligation. Notwithstanding any other provisions of this Interlocal Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the City, the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, but shall

be payable solely in the manner and to the extent provided in or contemplated by the respective authorizing instruments and this Interlocal Agreement.

6.3 Indemnification. To the extent permitted by law, and from legally available funds, each of the parties hereto (in such context, an “indemnifying party”) shall defend, indemnify and save harmless the other, its officers, agents, employees and assigns, from and against any and all liabilities, claims, damages, losses and expenses, including costs and attorneys fees, arising out of or resulting from the negligent or wrongful acts or omissions of such indemnifying party, its officers, agents or employees, made in connection with the performance of the acts, duties, covenants and obligations contemplated in, or imposed pursuant to, this Interlocal Agreement.

6.4 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Interlocal Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

6.5 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Interlocal Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

6.6 Headings. The headings or captions of sections or paragraphs used in this Interlocal Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Interlocal Agreement.

6.7 Severability. The provisions of this Interlocal Agreement are declared by the parties to be severable.

6.8 Governing Law; Venue. This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida.

6.9 Full Agreement; Filing with Clerk of Circuit Court. This Interlocal Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties, including without limitation the Agreement in Principle, with respect to such matters are null and void and of no effect. As required by Subsection 163.01(11) of Florida Statutes, this Interlocal Agreement and all amendments thereto shall be filed with the Clerk to the Circuit Court for Manatee County.

6.10 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County: Manatee County Administrator
Manatee County Administration Center
1112 Manatee Avenue, Suite 920
Bradenton, Florida 34205
Facsimile: (941)745-3790

With copies to: Manatee County Clerk of the Circuit Court
R.B. Shore, Clerk
1115 Manatee Avenue West
Bradenton, Florida 34205
Facsimile: (941)741-4082

And

Manatee County Attorney's Office
1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205
Attention: County Attorney
Facsimile: (941)749-3089

If to City: City of Bradenton Beach
107 Gulf Drive North
Bradenton Beach, FL 34217
Attention: Mayor
Facsimile: (941) 778-7585

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

[signature page to follow]

WHEREFORE, the County and the City have executed this Interlocal Agreement as of the date and year first above written.

MANATEE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
County Administrator

**CITY OF BRADENTON BEACH,
FLORIDA**

By: William L. Shearer
Mayor/Pro Tem

ATTEST: Carl A. Callahan, City Clerk

EXHIBIT "A"
to
Interlocal Agreement
Description of Project



City of Bradenton Beach

Memorandum

To: File

From: Stephen W. Gilbert, CBO, CFM
Building Official

Date: Jan. 14, 2014

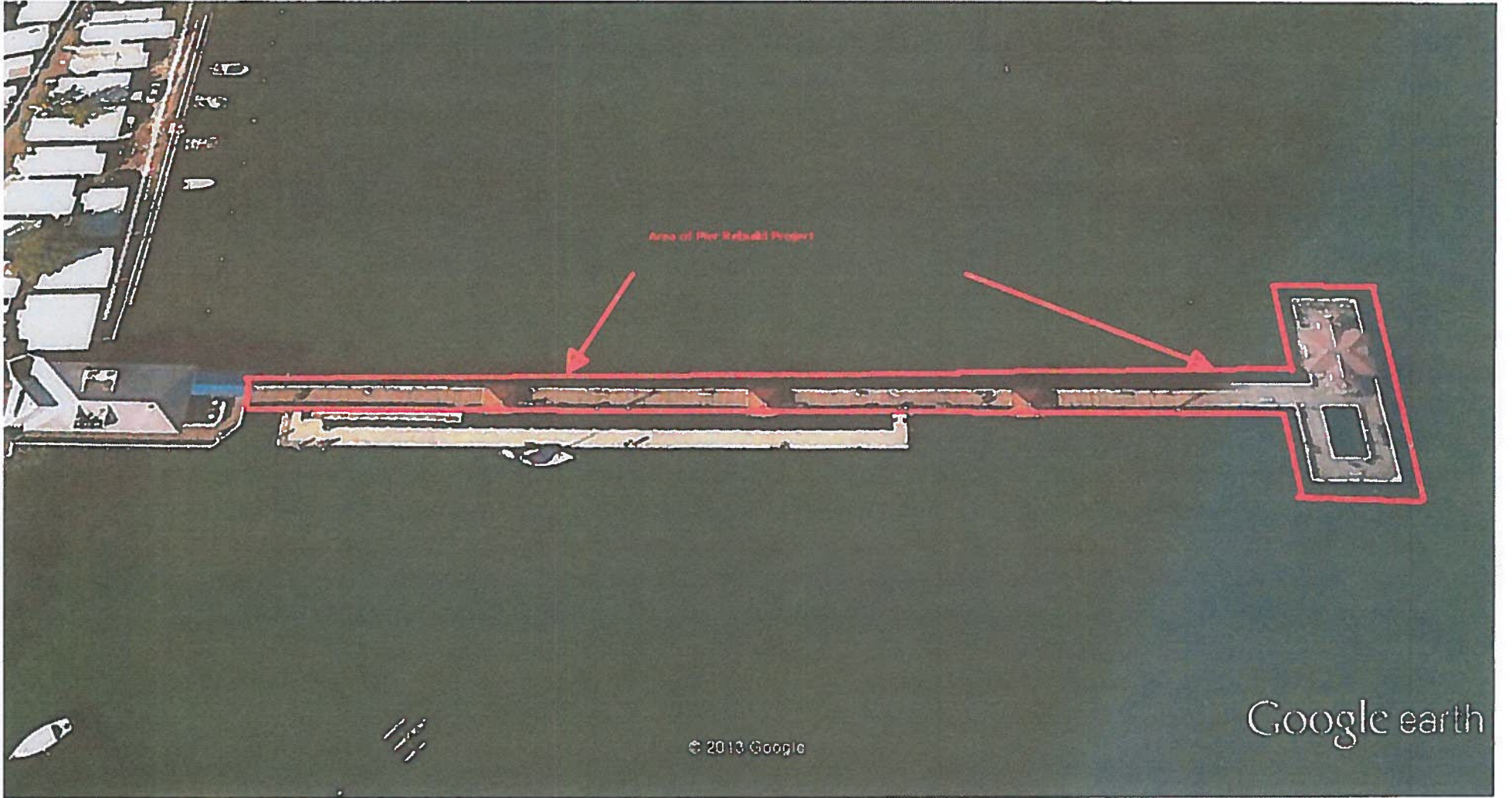
Re: General Task list for Re-Build of the Municipal Fishing Pier

This section describes the work area extending east from the existing restaurant and dining area, encompassing the fishing pier.

- 1- Remove three gazebos, Tee end pavilions, and superstructure from the existing Pier Deck; remove all decking, stringers, framing, and concrete pilings.
- 2- Replace all pilings, framing, decking, and guardrails with new materials. Pilings and framing to be pressure treated wood; decking to be composite material; guardrails to be pressure treated wood.
- 3- Rebuild three gazebos and pavilions at the Tee end. Framing to be pressure treated wood, roofing to be fiberglass shingles.
- 4- Install lightning protection system on gazebos and pavilions.
- 5- Remove, repair, and replace aluminum emergency ladder at east end adjacent to the pavilion.
- 6- Install solar lighting system in pavilions at the Tee end of Pier.
- 7- Install solar pole-mounted lights along the length of the Pier and at the Tee end.
- 8- Install water lines; fish cleaning stations; cutting boards along the length of the Pier and at Tee end.
- 9- Install two swings at Tee end pavilion, using pressure treated wood.
- 10- Install four picnic tables at Tee end pavilion, two standard and two with accessible overhangs.
- 11- Install new composite flat benches along the length of the Pier, including the Tee end.

This section describes the retro-fit areas of the existing Pier from the restaurant and dining area west along boardwalk areas.

- 1- Remove pressure treated wood decking and replace with composite decking.
- 2- Remove guardrails at same areas, replacing with new pressure treated wood.



Area of Pier Rehabilit Project

Google earth

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