

JOINT PARTNERSHIP AGREEMENT FOR CONSTRUCTION OF THE PINELLAS
RECREATIONAL TRAIL EXTENSION ON FLORIDA POWER CORPORATION
RIGHT OF WAY

THIS JOINT PARTNERSHIP AGREEMENT, entered into this 3 day of Dec.,
1999, by and between PINELLAS COUNTY, FLORIDA, a charter County, hereinafter referred to
as the COUNTY, and Florida Power Corporation, a Florida Corporation, hereinafter referred to as
FPC.

WITNESSETH, That:

WHEREAS, the COUNTY has intended to construct a recreational trail on or near FPC, right
of way from East Lake Road, the southern terminus of the existing Trail near John Chestnut, Sr.
Park, along the west side of U.S. 19 south, and then east to Weedon Island in the Gateway area,
hereinafter referred to as the PROJECT, and

WHEREAS, the FPC wants to expedite the PROJECT and requests to assist the COUNTY
by designing and causing it to be surveyed and constructed, and

WHEREAS, the COUNTY and FPC have determined that it would be in the best interest of
the general public and to the economic advantage of both parties to coordinate and cooperate in their
efforts to facilitate development of the PROJECT.

NOW THEREFORE, the COUNTY and FPC, 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 1
THE PROJECT

*Replaced by
Section 1 in 1st Amendment*

1.1 FPC will survey, design, construct and inspect the Trail on or near FPC right of way, from East Lake Road, the southern terminus of the existing Trail near John Chestnut, Sr. Park, along the west side of U.S. 19 south, and then east to Weedon Island in the Gateway area, as described in the Concept Plan dated November 1, 1999, attached and identified as Exhibit A, hereafter known as the PROJECT. The services to be provided by FPC for this PROJECT shall include but not be limited to the survey, master plan, conceptual design, final design, preparation of construction plans and specifications, applications for federal, state, and local permits and the construction of the PROJECT. Preparation of construction plans and specifications shall include but not be limited to pavement, structures, bridges, drainage structures, wetland mitigation facilities, stormwater treatment/attenuation facilities, erosion protection, and maintenance of traffic. Project management, contract administration, and construction engineering and inspection will be performed by FPC personnel. Survey, design, and construction will primarily be contracted out to private parties

1.2 The COUNTY shall participate in design reviews and pre-construction meetings for the PROJECT. The COUNTY may provide input as requested by FPC during contractor selection and during plan development for conformance of plans and specifications to COUNTY standards. FPC standard contractor selection procedures shall be utilized.

SECTION 2
PROJECT FUNDING

same

2.1 FPC will advance payment for all costs related to the survey, design, construction, and inspection of the PROJECT. The COUNTY will reimburse FPC for all costs related to the survey, design, construction, and inspection of the PROJECT as described below, up to an amount not to exceed \$15,000,000. In the event that actual or anticipated costs appear to exceed \$15,000,000, the parties may agree to reduce the scope of the project or amend this agreement to increase the spending limit.

2.1.1 Should the relocation or modification of existing FPC regulated facilities be required, a separate Authorization Agreement with FPC will be required and the charges for this work will be billed in accordance with this FPC standard Authorization Agreement procedures. Current version of which is incorporated by reference.

2.1.2 The County will reimburse FPC for the actual cost of the professional services contracts such as: survey and design plus 15 percent for FPC.

2.1.3 The COUNTY shall reimburse FPC for the actual salary times 2.6 times the actual hours charged to the project by FPC personnel for design and construction engineering and inspection.

2.1.4 The COUNTY shall reimburse FPC for the actual construction cost of the PROJECT plus a 10 percent surcharge for contract administration.

2.2 Upon FPC's final payment to the Contractor for construction of the PROJECT, FPC shall within three hundred sixty (360) days have its final and complete billing delivered to the COUNTY of all costs incurred in connection with the work performed hereunder. All cost records and accounts shall be subject to audit by a representative of the COUNTY for a period of three (3) years after the Board's final approval and acceptance of the PROJECT.

2.3 The COUNTY retains the right to inspect all work to verify compliance with the Contract Documents. The COUNTY may appoint such assistants and representatives as desired to be designed as their inspectors. They shall be authorized to inspect all work done and all materials furnished. This right of inspection in no way means or implies COUNTY control or other supervision over the work done or the work site. This right is solely for the COUNTY'S benefit and in no way imposes any duties or responsibilities on the COUNTY and confers no rights on any other parties. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials used. Such inspectors shall not be authorized to revoke, alter, or waive any requirements of the Contract Documents.

SECTION 3 *5 N-NG* PAYMENT SCHEDULE

3.1 FPC shall invoice the COUNTY on a monthly basis for reimbursement of costs outlined in Section 2.1 during performance of the services. During survey and design invoices shall be prepared by FPC and sent to the COUNTY for verification and payment. During construction, estimates of the work completed will be prepared monthly by the FPC inspector. Invoices for construction, engineering and inspection shall be prepared by FPC and sent to COUNTY for verification and payment on a monthly basis. The Contractor's project representative will be required to review, and approve by signature, these estimates with the FPC inspector. Copies of approved Pay Requests shall be attached as back up for the request.

3.2 The COUNTY shall make payments to FPC for invoiced work in accordance with § 218.70, et. Seq., the Florida Prompt Payment Act. Both parties agree that the authority to resolve all disputes shall rest solely with the FPC Bulk Power Services Manager of Contracts and Proposals.

2.3 All invoices and notices to the COUNTY shall be sent to:

Mr. Jerry Herron, Fiscal Manager
Pinellas County Public Works
440 Court Street, Fourth Floor
Clearwater, Florida 33756

2.4 All payments and notices to FPC shall be sent to:

Mr. Ken Lord, Manager, Contracts and Proposals
Florida Power Corporation
Bulk Power Services
2600 Lake Lucien Drive, Suite 400
Maitland, Florida 32751

SECTION 4 TRANSFER OF RESPONSIBILITY

Upon acceptance of the work by FPC, the PROJECT will be tendered to the COUNTY. Upon acceptance by the COUNTY, it shall assume operation and maintenance responsibility for the PROJECT. Lease acceptance by the COUNTY shall be evidenced by execution of a lease or a lease amendment.

SECTION 5 ADDITIONAL SERVICE

The COUNTY or FPC shall not enter into ADDITIONAL SERVICES that would require COUNTY or FPC reimbursement without advance written approval by the COUNTY and FPC.

SECTION 6 EFFECTIVE DATE

This Agreement shall be filed with the Clerk of the Circuit Court of Pinellas County after execution by the parties and shall be effective upon filing.

SECTION 7 TERMINATION OF AGREEMENT

This Agreement shall be terminated upon the earlier of mutual consent of the parties or performance of the parties obligations hereunder. The COUNTY reserves the right to terminate this Agreement upon a decision of a future Board of County Commissioners to discontinue the construction of the Trail or in the event that funds are not budgeted to fund this Agreement which is subject to Sections 129.07, 129.08, 129.09, Florida Statutes. Both parties reserve the right to terminate this Agreement upon occurrence of any event of termination under the Agreement to Lease between FPC and the COUNTY. In the event that this Agreement is terminated under the provisions herein and the PROJECT'S construction contract is terminated early, the total and complete compensation due FPC shall be agreed to by the parties based on its determination of the costs of work effort completed to date of termination, such compensation shall be paid to FPC by the COUNTY within sixty (60) days of termination.

SECTION 8
MISCELLANEOUS PROVISIONS

8.1 Any amendment to or modification of the Agreement or any alteration, extension, supplement or change of time or scope of the work shall be in writing and signed by both parties.

8.2 If any word, clause, sentence or paragraph of the Agreement is held invalid, the remainder of this Agreement would continue to conform to the intent of this Agreement.

8.3 This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

8.4 Nothing herein shall be construed to create any third party beneficiary rights in any person not a party to this Agreement.

8.5 This document embodies the whole Agreement of 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 shall be binding upon the parties, their successors, assigned and legal representatives. All disputes between the parties with regard to the terms and conditions of this contract shall be resolved by Mr. Ken Lord, Manager, Contracts and Proposals, Florida Power Corporation.

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

FLORIDA POWER CORPORATION, a
Florida Corporation

By: [Signature] 11-17-99
Vice President, Bulk Power
Delivery Date

ATTEST

By: [Signature] 11-17-99
Date

APPROVED AS TO FORM:

By: [Signature] 11-17-99
Date

PINELLAS COUNTY, a political
subdivision of the State of Florida

By: [Signature] 12/3/99
Chairman Date

ATTEST
Kathleen F. DeBlaker, Clerk

By: [Signature] 12/3/99
Deputy Clerk Date

APPROVED AS TO FORM:

By: [Signature] 12/1/99
County Attorney Date