

**AGREEMENT FOR WASTEWATER TRANSMISSION, TREATMENT, AND DISPOSAL
SERVICES BETWEEN PINELLAS COUNTY AND THE CITY OF PINELLAS PARK.**

THIS AGREEMENT, made and entered into as of the ____ day of _____ ,
2026, 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 PINELLAS PARK, FLORIDA, a municipal corporation within
said Pinellas County, acting by and through its CITY Council, hereinafter referred to as
“CITY”.

WITNESSETH:

WHEREAS, the COUNTY owns and operates a public domestic wastewater
system consisting generally of a collection and transmission system and a treatment
and disposal system as depicted and described in the Wholesale Wastewater Service
Agreement Between Pinellas County and the City of Pinellas Park Exhibit “A”; and

WHEREAS, the CITY operates a wastewater collection system to serve the CITY
and its inhabitants, and in the connection therewith, deems it advisable and in its best
interest to utilize the transmission, treatment, and disposal services offered by the
COUNTY to transmit, treat, and dispose of the CITY’S wastewater; and

WHEREAS, the COUNTY’s facilities have sufficient capacity to adequately
transmit, treat, and dispose of the present and anticipated future volumes of wastewater
from both the COUNTY and the CITY; and

WHEREAS, the COUNTY from time to time upgrades its transmission, treatment, and disposal facilities to meet environmental, regulatory, and public interest demands; and

WHEREAS, the COUNTY and the CITY previously entered into an Agreement for Wastewater Transmission, Treatment, and Disposal Services dated March 1, 2001, approved by the Pinellas County Board of County Commissioners on September 23, 2003, for a term of twenty-five (25) years effective March 1, 2001, which agreement will expire on or about March 1, 2026, and both parties now desire to replace and supersede said prior agreement with this updated Agreement.

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:

1. The COUNTY hereby agrees to accept all wastewater delivered by the CITY to the point of connection located adjacent to 8500 Belcher Road South, mutually agreed upon by the COUNTY and the CITY. The COUNTY agrees to transmit, treat, and dispose of the wastewater received from the CITY in its wastewater system.
2. Compliance with Federal, State, and Local Regulations. All treatment and disposal operations shall meet the environmental, bacterial, and chemical quality standards of the Florida Department of Environmental Protection, the U.S. Environmental Protection Agency, and all other regulatory agencies, whether federal, state or local.

3. Use. The discharge of the wastewater from the CITY's system to the COUNTY's system shall be regulated and shall conform with the conditions established in Pinellas County Code 126 as may be amended from time to time. The CITY agrees to prohibit the delivery of wastewater to the COUNTY system that will interfere with the treatment process of treated effluent quality and agrees to provide or require such pretreatment of wastewater to meet acceptable standards of the COUNTY as provided in the Code.
4. The CITY understands and acknowledges that the infiltration and inflow of fresh or saltwater into the CITY's wastewater systems causes the COUNTY's capacity to treat domestic wastewater to be diminished and limits the COUNTY's ability to utilize the treated effluent. The CITY agrees to keep its wastewater collection system in a state of repair or condition so that infiltration and inflow are not excessive, will not cause damage to the COUNTY's transmission and treatment facilities, or lower the COUNTY's effluent water quality. Should the infiltration and inflow of saltwater in the CITY's collection system cause a degradation of treatment plant operations or the quality of treated effluent and the CITY refuses to correct such infiltration and inflow, the COUNTY may at its sole discretion provide remedies to such excessive infiltration and inflow and charge all costs of said remedy through a surcharge to the wholesale rate paid by the CITY to the COUNTY. The CITY grants the COUNTY the right to sample the CITY's wastewater, as referred to hereinabove, to verify the CITY's compliance with this paragraph.

5. Point of Connection. All wastewater flows delivered to the COUNTY from the CITY under this Agreement shall be delivered through metered connection at the point of connection between the COUNTY's wastewater system and the CITY's wastewater system. The COUNTY shall be responsible for the installation, operation, maintenance, and replacement of a wastewater meter with appurtenant equipment at the point of connection as determined herein. The metering equipment shall be a standard make and type, installed at a readily accessible location, and shall record flow with an error not to exceed plus or minus (+/-) five percent (5%) of the full-scale reading, suitable for billing purposes.
6. The quantity of wastewater delivered to the COUNTY shall be quantified by a metering device of standard make and sufficient size, selected and maintained by COUNTY. The metering device shall be equipped with an indicating and recording register and a transmitter for telemetering remote readout. In the event future relocation is required by either party, such party shall pay for all relocation costs. CITY shall pay a monthly service charge for the maintenance and replacement of the flow metering device.
7. The ownership of the flow metering device will remain with the COUNTY. The CITY will not change, alter, add to, or take away any part of any flow metering device without prior approval of the COUNTY. The COUNTY will, at its expense, install and retain ownership of the telemetering line from the measuring device to the point of readout.

8. To assure accuracy, the flow-metering device shall be tested and calibrated by the COUNTY yearly with results delivered to CITY'S Public Works Administrator within thirty (30) days of test. At other intervals of time, should any question arise as to the accuracy of any flow metering device, either party may conduct additional testing at their own expense. If a test shows the flow metering device not to be registering within five percent (5%) accuracy, and the COUNTY will repair the flow metering device before the next billing cycle, and will adjust the previous month or months bills, as appropriate, to reflect the result of the test.
9. Rates and Fees. The COUNTY will bill the CITY for wastewater collected and treated on a monthly billing cycle. Each month the COUNTY will read and record the reading on the flow metering device and compute the volume of wastewater that has been quantified by the metering device during the billing cycle. CITY will, within thirty (30) days from the receipt of the bill, make payment to the COUNTY of the amount shown on the bill. Failure of the CITY to pay when due any amounts billed under the terms of this Agreement shall constitute breach of this Agreement and COUNTY'S obligation to collect, treat and dispose of wastewater may then be voided at COUNTY'S option. If payment is not made within the time provided in Section 218.335, Florida Statutes, the CITY will pay to the COUNTY interest at the rate established by Section 55.03, Florida Statutes and shall be subject to late charges in accordance with the Florida prompt payment act.
10. CITY will be billed for wastewater at the wholesale rate established by the Board of County Commissioners. The rate will become effective October 1 of the same

fiscal year as the budget and may then be revised at any time by the Board as necessary to meet the revenue requirements of the COUNTY'S wastewater system.

11. This Agreement shall be for a period of twenty (20) years commencing on the date of execution by both parties and may, by mutual consent, be extended for an additional five (5) years. This Agreement may be terminated by either party upon written notice, no less than one (1) year prior to the date of requested termination.

12. Both parties represent that the execution of this Agreement has been approved by the governing bodies of both parties in accordance with law and that both parties have the legal authority to execute this Agreement.

13. This Agreement replaces and supersedes all previous Agreements between COUNTY and CITY regarding wastewater service.

14. This Agreement may be amended or terminated upon the mutual agreement of both parties, in writing.

15. Nothing herein is intended to serve as a waiver of sovereign immunity by any party, or to extend the liability of any party beyond the limits set forth in Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed by their respective authorized officers and, pursuant to § 163.01 (11), Fla. Stat., it shall be effective once filed with the clerk of the circuit court for Pinellas County.

ATTEST:
KEN BURKE, Clerk

By: _____
Deputy Clerk
(SEAL)

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

By: _____
Chairman

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: _____
Attorney

ATTEST:

By: _____
City Clerk Date

CITY OF PINELLAS PARK, FLORIDA

By: _____
Mayor Date

By: _____
City Manager Date

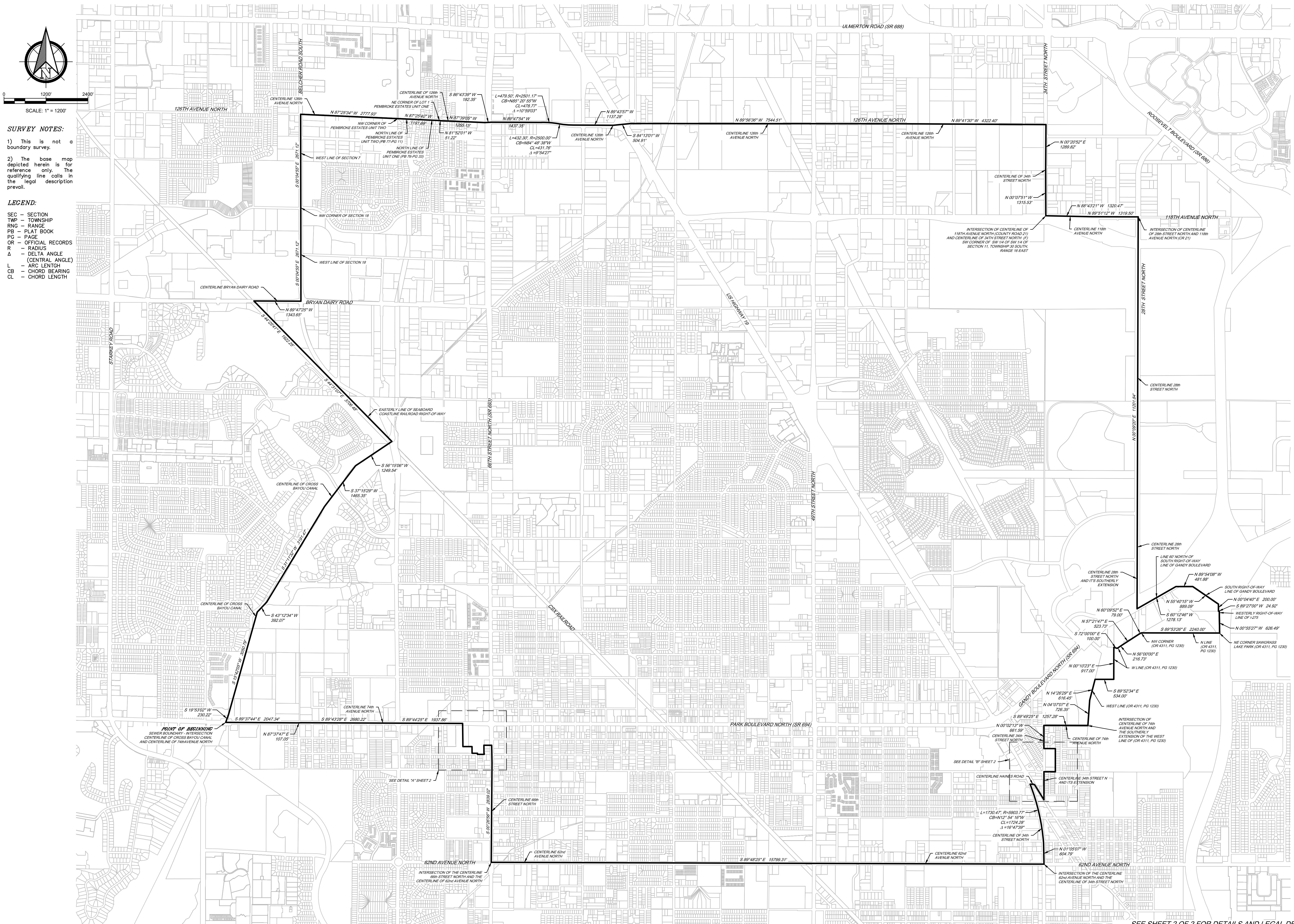
APPROVED AS TO FORM AND
CORRECTNESS:

By: _____
City Attorney Date

Exhibit A
Depicted and described Wholesale Wastewater Boundary

PINELLAS PARK WASTEWATER BOUNDARY

PINELLAS COUNTY, FLORIDA



SEE SHEET 2 OF 2 FOR DETAILS AND LEGAL DESCRIPTION
THIS IS NOT A SURVEY



PENNONI ASSOCIATES INC.
401 Third Street SW
Winter Haven, FL 33880
T 863.324.1112 F 863.294.6185
COA #00007819

The seal and signature appearing on this document were authorized by Elizabeth K. Merto, PSM., (LS No. 6113) using a digital signature. Printed copies of this document are not considered signed and sealed. The signature must be verified on any electronic copies. Printed copies of this document are not valid without the original signature and seal of a Florida licensed surveyor and mapper.



ELIZABETH K. MERTA, PSM
Florida License No. LS6113
PENNONI ASSOCIATES INC.
Florida License No. LB8126

Date of Survey: May 5, 2025

PINELLAS PARK WASTEWATER BOUNDARY

EXHIBIT / SKETCH

CITY OF PINELLAS PARK

[illegible]

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES, INC. ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE SHALL BE AT OWNERS RISK. PENNONI ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY FOR ANY EXPOSURE TO PENNONI ASSOCIATES, AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PROJECT PPARK25001

DATE 2025-05-05

DRAWING SCALE 1" = 1200'

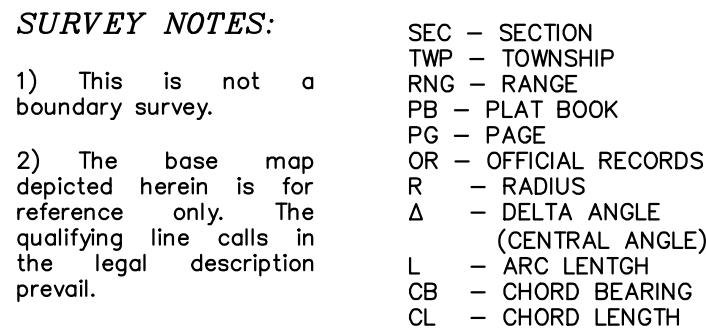
APPROVED BY _____

V-DESC

SHEET 1 OF 2

Pennoni

PENNONI ASSOCIATES INC.
401 Third Street SW
Winter Haven, FL 33880
T 863.324.1112 F 863.294.6185
COA #00007819



LEGAL DESCRIPTION: (PREPARED BY PENNONI)

PINELLAS PARK WASTEWATER BOUNDARY

DESCRIPTION SKETCH

CITY OF PINELLAS PARK

[illegible]

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APPROVED BY _____ GI

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SHEET 2 OF 2

SEE SHEET 1 OF 2 FOR OVERALL SKETCH
THIS IS NOT A SURVEY