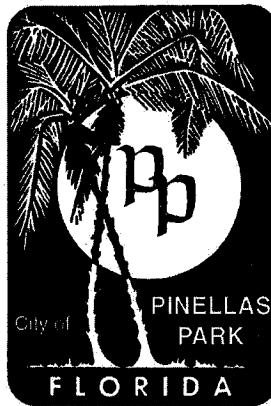


City of
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100



FLORIDA

PHONE • (727) 369-0700
FAX • (727) 544-7448

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

December 30, 2019

Mr. Kyle B. Arrison
Stormwater Supervisor
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #19-390
Interlocal Agreement with Pinellas County-TMDL Monitoring and Reporting

Dear Mr. Arrison:

I have received and reviewed the above-referenced Interlocal Agreement with Pinellas County for TMDL Monitoring and Reporting. Under paragraph 14, Notices, there appears to be a formatting issue that needs to be corrected so both parties are clearly delineated. Also, please update the signature block for the City Attorney to read: "Approved as to Form and Correctness," so as to comply with the Pinellas Park City Charter.

Once those changes have been made, I would approve of the Interlocal Agreement as to form and correctness.

Very truly yours,

James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Deputy City Manager
Bart Diebold, Public Works Administrator
Dan Hubbard, Transportation & Stormwater Director

JWD/dh

19-390.12302019.LKA.Interlocal Agmt w Pin Cty for TMDL.wpd



PRINTED ON RECYCLED PAPER

***PINELLAS COUNTY GOVERNMENT IS COMMITTED TO
PROGRESSIVE PUBLIC POLICY, SUPERIOR PUBLIC SERVICE,
COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE OF AUTHORITY AND
SOUND MANAGEMENT OF PUBLIC RESOURCES,
TO MEET THE NEEDS AND CONCERNS OF OUR CITIZENS
TODAY AND TOMORROW***



**INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND
THE CITY OF PINELLAS PARK FOR TOTAL MAXIMUM DAILY LOAD MONITORING
AND REPORTING**

**AGREEMENT PREPARED BY
DEPARTMENT OF PUBLIC WORKS
ENVIRONMENTAL MANAGEMENT DIVISION**

January 2020

**INTERLOCAL AGREEMENT BETWEEN PINELLAS COUNTY AND
THE CITY OF PINELLAS PARK FOR TOTAL MAXIMUM DAILY LOAD MONITORING
AND REPORTING**

This AGREEMENT, is entered into on the day of 2020, between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", whose address is 315 Court Street, Clearwater, FL 33756 and the City of Pinellas Park, hereinafter referred to as the "CITY", whose address is 6250 82nd Avenue, Pinellas Park, FL 33781.

WITNESSETH, That:

WHEREAS, the COUNTY and the CITY desire to protect and promote the public health, safety and general welfare through the management and assessment of the effects of stormwater runoff; and

WHEREAS, the COUNTY and the CITY desire to maintain and assist in the improvement of water quality and to preserve and enhance the environmental quality of receiving waters; and

WHEREAS, National Pollutant Discharge Elimination System (NPDES) Permit #FLS000005-004 Part VIII sets forth requirements for Total Maximum Daily Load (TMDL) monitoring and implementation; and

WHEREAS, the COUNTY and the CITY are co-permittees of NPDES Permit #FLS000005-004; and

WHEREAS, NPDES Permit #FLS000005-004 Part VIII strongly encourages co-permittees to coordinate these efforts and collaborate on monitoring and implementation requirements; and

WHEREAS, the COUNTY and the CITY mutually desire to establish relationships and responsibilities for the funding, monitoring, implementation and reporting of TMDL efforts to meet NPDES Permit #FLS000005-004 Part VIII requirements.

NOW THEREFORE, in consideration of the mutual covenants hereafter set forth, the parties hereto mutually agree as follows:

1. Execution and Filing

Upon final execution of this document, the original will be filed by the COUNTY with the Clerk of Circuit Court of Pinellas County pursuant to Chapter 163.01, Florida Statutes. The Agreement shall be effective upon such filing.

2. General Responsibilities

The County shall provide a variety of TMDL Implementation services required under NPDES Permit #FLS000005-004 Part VIII to the City. For providing such services, the County shall be reimbursed by the City in an amount not to exceed Fifty Thousand Dollars (\$50,000).

The County's performance and work that the City is receiving is better outlined in "Exhibit A – Scope of Services," which is attached and incorporated into this Agreement. The terms and conditions for payment by the City to the County are likewise set forth in Exhibit A.

3. Term of Agreement

This Agreement shall be from January 1, 2020 through December 31, 2022, unless sooner terminated in accordance with this Agreement.

4. Contingency on Appropriations

Each party understands that the other party's full performance of this Agreement is contingent upon annual appropriation of adequate funds by the Pinellas County Board of County Commissioners and the Pinellas Park City Council. If such appropriations are reduced or eliminated, authorization for continuation and completion of work and payment associated therewith may be rescinded at the discretion of either party upon delivery of notice to the other party. Unless otherwise stipulated in the notice, this Agreement shall terminate upon delivery of the notice. The parties understand that this Agreement is not

a commitment of future appropriations by Pinellas County Board of County Commissioners or the Pinellas Park City Council.

5. Governing Laws

This Agreement shall be governed by the laws, rules, and regulations of the State of Florida.

6. Compliance With Applicable Laws

The parties shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated there under.

7. Assignment

This Agreement may not be assigned or subcontracted in whole or in part by either party without the prior written consent of the other party.

8. Waiver

A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any legal remedy for such default or acceptance of defective performance.

9. Order of Precedence

In the event of any conflict between the provisions of this Agreement and Exhibit A, the provisions of the Agreement shall control over the provisions of Exhibit A.

10. Severability

In the event any section, sentence, clause, or provision of this Agreement is held to be invalid, illegal, or unenforceable by a court having jurisdiction over the matter, the remainder of this Agreement shall not be affected by such determination and shall remain in full force and effect.

11. Third Party Beneficiaries/Independent Governmental Entity

This Agreement is for the exclusive mutual benefit of both parties. No third party is an intended beneficiary so as to entitle that third party to sue for an alleged breach of this Agreement. The parties acknowledge that they are acting as independent governmental entities in performing their obligations hereunder and not as an agent, officer or employee of the other party.

12. Modifications

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed mutually by the parties expressly for that purpose.

13. Termination

In addition to termination of this Agreement on appropriations grounds as provided for in Section (4) above, this Agreement may be terminated by either party with cause upon delivery of notice to the other party, or without cause upon thirty (30) days' notice to the other party. All services provided up to the point of termination must be paid in full.

14. Notices

Any notices, requests, invoices, approvals, or other correspondence required by law and this Agreement shall be delivered (1) via e-mail or (2) USPS certified mail, return receipt requested, to the following representatives of the parties:

COUNTY:

Stacey Day
Environmental Management Division
Pinellas County Dept of Public Works
22211 US Hwy 19 N, Bldg. 10
Clearwater, FL 33765
sday@pinellascounty.org

CITY:

Kyle Arrison
Stormwater Supervisor
City of Pinellas Park
6250 82nd Ave
Pinellas Park, FL 33781
karrison@pinellas-park.com

Notice shall be considered delivered when reflected by an e-mail read receipt or a USPS certified mail delivery read receipt.

15. Access To Records and Audit

The parties shall each comply with the requirements of Chapter 119, Florida Statutes, with respect to any records related to this Agreement.

Above and beyond any applicable records retention requirements of Chapter 119, Florida Statutes, records related to this Agreement shall be maintained by each party at all times during the Term of this Agreement and for five (5) years after expiration or termination of this Agreement. Each party shall maintain financial books, statements, and documents connected to this Agreement in accordance with generally accepted accounting principles. Records related to this Agreement include but are not limited to such financial records, as well as deliverables made or received by the parties and their subcontractors in executing activities authorized in the Scope of Services hereunder. Copies of these records shall be promptly furnished to either party upon request of the other party. Neither party shall charge the requesting party any special service or duplication charges authorized under Section 119(4)(d), Florida Statutes for records relating to this Agreement.

Upon request of either party at any time during the Term of this Agreement or the five (5) years following expiration or termination of this Agreement, the non-requesting party shall make its records related to this Agreement available for audit, the cost of the audit to be paid by the requesting party.

16. Liability

Nothing herein shall be construed to place a duty upon the County to accept a City request authorized under this Agreement. Moreover, nothing herein shall be construed to transfer liability from the City to the County for the City's legal obligations under NPDES Permit #FLS000005-004. Each party agrees to be liable for its own acts of negligence under this Agreement. Nothing herein is intended to serve as a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their hands and seals as the day and year first above written.

CITY OF PINELLAS PARK

PINELLAS COUNTY, by and through its
County Administrator

By: _____

By: _____

Title _____

Barry Burton
County Administrator

ATTEST: _____

APPROVED AS TO FORM and
CORRECTNESS:

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____
Assistant County Attorney

EXHIBIT A – SCOPE OF SERVICES AND BUDGET DETAIL

To assist the City in meeting its obligations under NPDES Permit FLS000005-004 Part VIII, the County may provide water quality sampling, monitoring plan design, data review and analysis, reporting, and planning services for the City. Upon delivery of a written request from the City to the County to perform such services, the County shall respond to the City in writing within thirty (30) days. Such response may deny or accept the request, or propose different conditions and terms. Where necessary, the parties are encouraged to negotiate the terms of the request.

The County's acceptance of a City request shall not be deemed effective until unequivocal written notice of acceptance is delivered to the City and written confirmation of the County's acceptance is subsequently delivered to the County. The City shall provide written confirmation or denial of a notice of acceptance provided by the County within ten (10) days of delivery of such notice.

To be effective, a County acceptance shall state or reference at least one deliverable to confirm how a City request shall be satisfied. Potential deliverables include, but are not limited to, laboratory data reports, graphs, charts, maps, or other figures, and plans or sections of plans including Monitoring Plans, Bacterial Pollution Control Plans, and TMDL Implementation Plans. The City is encouraged to propose deliverables to the County in its original requests.

After the County has completed a City request, it shall send a written invoice to the City. The invoice shall state, reference, or include the completed deliverable(s). The City shall pay the invoice within thirty (30) days of delivery. If the City refuses to fully pay the invoice for any reason, it shall thoroughly detail its reasons for doing so in writing, and send such explanation to the County within thirty (30) days of invoice delivery. Upon delivery of such written explanation, the County shall have thirty (30) days to cure any defects or other issues identified by the City and provide written confirmation of same to the City. If curing any defects or issues requires adjusting the original invoice, the County shall provide an adjusted invoice along with such written confirmation. Upon delivery of such written confirmation and (if necessary) adjusted invoice, the City shall have thirty (30) days to pay the original or adjusted invoice.

Nothing herein is intended to abrogate the City's maximum payment limit of \$50,000, as articulated in Section 4 of the Agreement (Contingency on Appropriations) above.