

INTERLOCAL MAINTENANCE AGREEMENT

THIS INTERLOCAL MAINTENANCE AGREEMENT (the "Agreement"), is made by and between PINELLAS COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County"), and the CITY OF PINELLAS PARK, a municipal corporation of the State of Florida (the "City"), collectively the "Parties".

RECITALS

WHEREAS, this Agreement is made and entered between the Parties pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969";

WHEREAS, the County owns 67.21 acres of land off Lake Boulevard and 43rd Street North within incorporated Pinellas Park (Parcel ID# 15-30-16-71028-300-0100) (the "Subject Property"), which is used for flood control, stormwater treatment, and wetland mitigation;

WHEREAS, the County is constructing improvements to a flood control facility, an existing borrow pit, and open space (the "County Flood Control Facility") on the Subject Property;

WHEREAS, the City owns and maintains preexisting stormwater and sanitary sewer infrastructure on the Subject Property;

WHEREAS, as part of the improvements to the County Flood Control Facility, the County is upgrading certain City stormwater infrastructure on the Subject Property; and

WHEREAS, in light of the improvements to the County Flood Control Facility and upgrades to certain City stormwater infrastructure on the Subject Property, the Parties wish to clarify maintenance responsibilities for stormwater and sanitary sewer infrastructure on the Subject Property.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the benefits to be derived by the Parties to this Agreement and other good and valuable consideration hereby acknowledged, the Parties agree as follows:

1. The County agrees to maintain all existing and future stormwater infrastructure within the Subject Property, except for the five (5) infall and one (1) outfall pipes depicted as the City's maintenance responsibility on the map of the Subject Property (the "Map") attached hereto as Exhibit A. County maintenance activities may include, but are not limited to, pipe repair and replacement, vegetation management, bank stabilization, litter removal, and dredging. All County maintenance activities shall be performed as necessary within the County's sole discretion.
2. The City agrees to maintain the aforementioned five (5) infall and one (1) outfall pipes. City stormwater infrastructure maintenance activities may include, but are not limited to, pipe repair and replacement, and sediment and litter removal. The City further agrees to maintain all existing and future sanitary sewer infrastructure on the Subject Property, including but not limited

to the sanitary sewer pipe depicted as the City's maintenance responsibility on the Map. The County shall grant the City requisite authority to access the Subject Property to fulfill the City's obligations hereunder through separate legal instruments. Before discontinuing maintenance of any stormwater or sanitary sewer infrastructure, the City shall provide the County with thirty (30) days' written notice and shall, at the City's sole expense, remove such improvements and return the land to its original condition. Before constructing any new stormwater or sanitary sewer infrastructure on the Subject Property, the City shall secure written approval from the County.

3. Each party agrees to be responsible for its own negligence under this Agreement. Nothing herein shall be construed as a waiver of sovereign immunity by either party.

Any contract entered into by the City for stormwater or sanitary sewer infrastructure construction or maintenance services within the Subject Property shall contain the following indemnification language:

Contractor agrees to indemnify, hold harmless, and defend the County, and the County's agents, officers, and employees, against all claims, damages, losses and expenses, including payment of reasonable attorneys' fees and costs, arising or resulting from actions of the Contractor or its subcontractors hereunder.

In any contract as defined above, where indemnification of County is required, City shall require Contractor to add the County as additional insured on Contractor's Commercial General Liability Policy.

4. This Agreement shall take effect upon execution by both parties and shall continue in full force and affect until December 31, 2029, unless extended or terminated as provided herein. Notwithstanding the foregoing, this Agreement shall not become effective until the County files this Agreement with the Pinellas County Clerk of the Circuit Court as required by FS § 163.01(11).

5. This Agreement may be amended or extended by the Parties in writing at any time.

6. This Agreement may be terminated in writing by either party without cause upon thirty (30) days' written notice to the other party or with cause immediately upon written notice to the other party.

7. This Agreement shall constitute the entire Agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement and not expressly incorporated herein shall not be binding on either party.

8. If any word, clause, sentence, or paragraph of the Agreement is held invalid, the remainder of this Agreement shall remain in full force.

9. This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action brought pursuant hereto shall be in Pinellas County.

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

11. All notices required by law and by this Agreement to be given by one party to the other shall be in writing and shall be sent via USPS Certified Mail to the following respective addresses:

COUNTY:

Director of Public Works
Pinellas County Department of Public Works
22211 U.S. Highway 19
Clearwater, FL 33765

CITY:

Administrator of Public Works
City of Pinellas Park Public Works
6250 82nd Avenue North
Pinellas Park, FL 33781

12. The Parties acknowledge that the records relating to this Agreement and the carrying out of the obligations hereunder are subject to the provisions of Florida Statutes, Chapter 119.

13. This Agreement is not a general obligation of either party. It is understood that neither this Agreement nor any representation by an employee or officer of either party creates any obligation to appropriate or make monies available for the purpose of this Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by either party beyond the monies budgeted and available for this purpose. If funds are not appropriated by a party for any or all of this Agreement, that party shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. Each party agrees to promptly notify the other party in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to County.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed this _____ day of _____, 2019.

[Remainder of Page Left Intentionally Blank]

PINELLAS COUNTY, FLORIDA, by and
through its County Administrator

By: _____
Barry A. Burton
County Administrator

APPROVED AS TO FORM
OFFICE OF THE COUNTY ATTORNEY

WITNESS:

By: _____
Assistant County Attorney

By: _____

Printed Name: _____

CITY OF PINELLAS PARK, FLORIDA

By: _____
Doug Lewis, City Manager

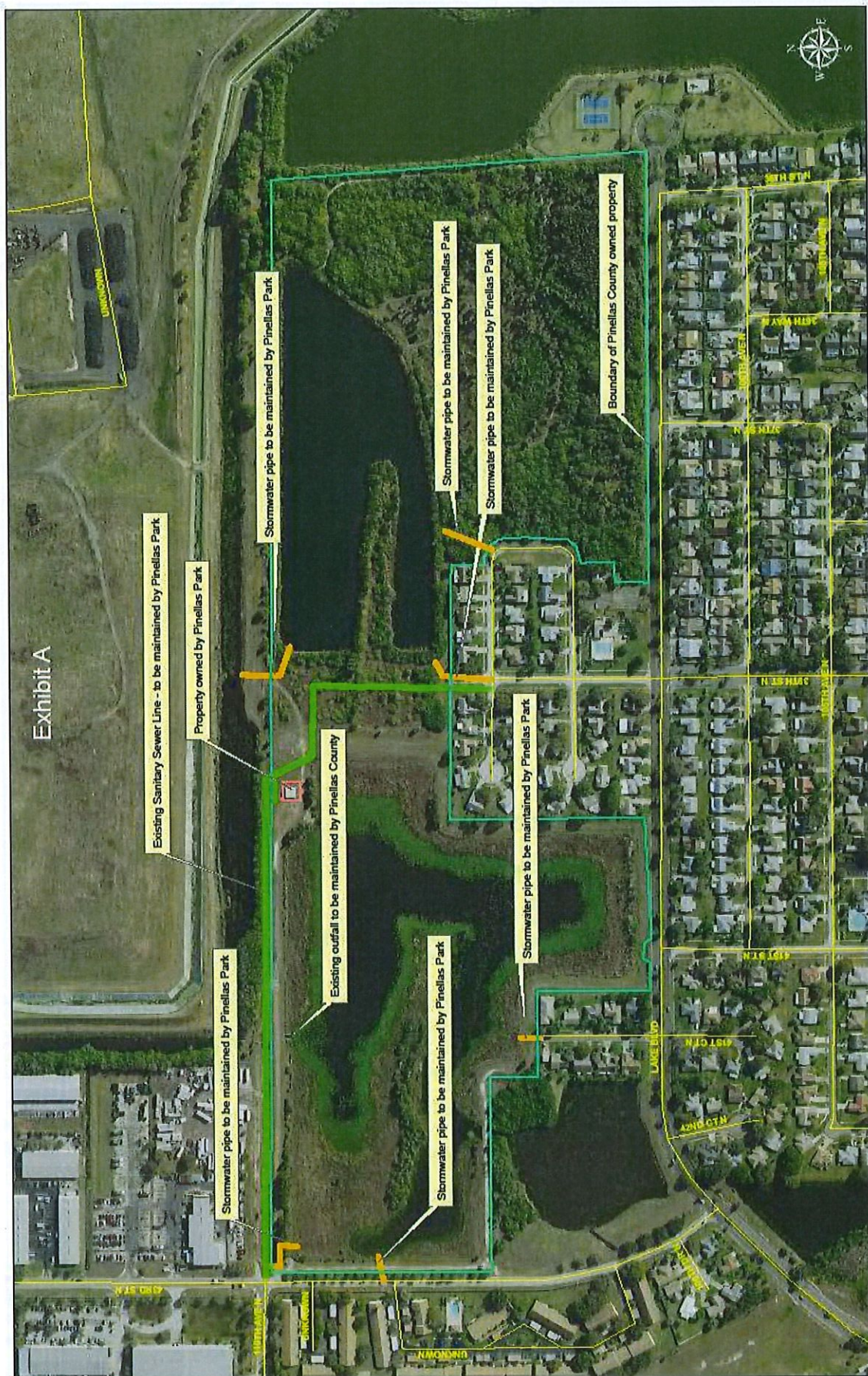
By: _____
Sandra Bradbury, Mayor

APPROVED AS TO FORM
AND CORRECTNESS:

Attest:

By: _____
James W. Denhardt, City Attorney

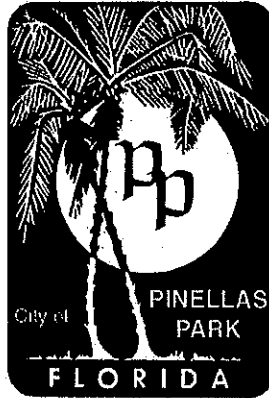
City Clerk



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

May 28, 2019

Mr. Aaron Petersen
Construction Services Director
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #19-154
Roosevelt Stormwater Interlocal Agreement

Dear Mr. Petersen:

I have received and reviewed the revised Roosevelt Stormwater Interlocal Agreement and Exhibit A. I would approve of the revised 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

JWD/law

19-154.05282019.LAP.Roosevelt Int Agr.wpd



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