

**INTERLOCAL AGREEMENT
FOR RED TIDE CLEANUP REIMBURSEMENT**

THIS INTERLOCAL AGREEMENT FOR RED TIDE CLEANUP REIMBURSEMENT (this "AGREEMENT") is made and entered into this 24 day of August 2021, by and between PINELLAS COUNTY ("COUNTY"), a political subdivision of the State of Florida, and the CITY OF ST. PETERSBURG ("CITY"), a municipality of the State of Florida within Pinellas County, (COUNTY and CITY are collectively referred to herein as "PARTNERS").

WITNESSETH:

WHEREAS, COUNTY received a grant, dated July 19, 2021, from the Florida Department of Environmental Protection (FDEP) to fund Biological Debris Removal Within Pinellas County and the City of St. Petersburg (the "Grant");

WHEREAS, the Grant provides reimbursement to the COUNTY of an amount not-to-exceed \$902,500 for expenses incurred for removal of biological debris associated with the "red tide" event currently impacting Pinellas County and the City of St. Petersburg (the "2021 Red Tide Event");

WHEREAS, \$670,454 of this \$902,500 Grant amount is attributable to CITY expenses incurred as of July 10, 2021; and

WHEREAS, PARTNERS accordingly desire to enter into this AGREEMENT to facilitate COUNTY payment to CITY of an amount not-to-exceed \$670,454 from the Grant funds.

NOW THEREFORE, in consideration of the mutual terms and conditions contained herein, PARTNERS hereby agree as follows:

1. By September 17, 2021, CITY shall provide COUNTY with any documentation required under COUNTY'S Grant Agreement with FDEP dated July 19, 2021 (FDEP Grant Agreement #RT001, or the "Grant Agreement") to establish that CITY has incurred at least \$670,454 of expenses in removing biological debris associated with the 2021 Red Tide Event.

After receipt of such documentation, COUNTY shall notify CITY whether, in COUNTY'S judgement, such evidence is satisfactory, or whether further documentation is required. If further documentation is required, CITY shall promptly provide same.

If FDEP requests further documentation or information from COUNTY in furtherance of the Grant, CITY shall, upon request from COUNTY, promptly provide COUNTY with any such documentation or information applicable to CITY.

For purposes of this Section, biological debris includes, but is not limited to, dead fish, birds, turtles, or other animals. Removal of biological debris includes, but is not limited to, containment, removal, cleanup, elimination, transportation, or disposal of biological debris.

2. COUNTY shall perform its obligations set forth in the Grant Agreement to receive the Grant funding on a reimbursement basis. In submitting any payment requests to FDEP in accordance with the requirements set forth in the Grant Agreement, COUNTY shall specify the amount attributable to CITY expenses. Within thirty (30) days after COUNTY receives the Grant funds from FDEP, COUNTY shall pay CITY an amount not-to-exceed \$670,454. The amount of funding due to CITY is the amount of CITY expenses that FDEP reimburses under the Grant. The payment from COUNTY to CITY shall be via check, made out to City of St. Petersburg, delivered via US Mail to the following address: City of St. Petersburg, P.O. Box 2842, St. Petersburg, FL 33731, Attn: Anne Fritz, Chief Financial Officer, Finance Department 5th Floor – Municipal Services Center.

3. After this AGREEMENT is executed by the PARTNERS, COUNTY is responsible for filing this AGREEMENT with the Clerk of the Circuit Court of Pinellas and this AGREEMENT will be effective on the date of filing. This AGREEMENT shall expire upon CITY's receipt of all Grant funds due hereunder.
4. The PARTNERS may amend, extend, or terminate this AGREEMENT by mutual written agreement at any time.
5. The PARTNERS shall be responsible for their respective employees' acts of negligence when such employees are acting within the scope of their employment, and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by either CITY or COUNTY. Nothing herein shall be construed as consent by CITY or COUNTY to be sued by third parties in any matter arising out of this AGREEMENT.
6. This AGREEMENT shall be governed by, and construed in accordance with, the laws of the State of Florida.
7. In the event that any provision herein is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this AGREEMENT shall not be affected or impaired.

8. All notices and other correspondence required under this AGREEMENT shall be in writing and delivered to the following persons via hand delivery, e-mail or USPS mail:

COUNTY:

Kelli Hammer Levy
Department Director
Pinellas County Public Works
22211 U.S. Highway 19 N,
Clearwater, FL 33765
klevy@pinellascounty.org

CITY:

Claude Tankersley
Public Works Administrator
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731
claude.tankersley@stpete.org

9. This AGREEMENT may be signed in counterparts by the PARTNERS.

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IN WITNESS WHEREOF, PARTNERS have executed this AGREEMENT as of the day and year first above written.

CITY OF ST. PETERSBURG, FLORIDA

ATTEST

By: 

Rick Kriseman, as its Mayor



City Clerk

(SEAL)

Approved as to Form and Content



City Attorney (Designee) 00574537



PINELLAS COUNTY, FLORIDA,
by and through its Commission Chair:

By: *Dave Eggers*
Dave Eggers

ATTEST

Shirley Carpenter
County Clerk

APPROVED AS TO FORM:

Brendan Mackesey
Assistant County Attorney

