

**JOINT PROJECT AGREEMENT
BETWEEN PINELLAS COUNTY AND TARPON SPRINGS FOR
FOR DEVELOPMENT OF A
KLOSTERMAN BAYOU WATERSHED MANAGEMENT PLAN**

PROJECT NAME: Klosterman Bayou Watershed Management Plan

PROJECT LIMITS: Klosterman Bayou Watershed

COUNTY PROJECT IDENTIFICATION NO. (PID): 004375A

THIS JOINT PROJECT AGREEMENT (this "Agreement") is made and entered into on this _____ day of _____, 2021, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter the "County", and the City of Tarpon Springs, a municipal corporation of the State of Florida, hereinafter the "City," (collectively, the "Parties").

WITNESSETH, that:

WHEREAS, the County has retained Applied Sciences Consulting Inc. (Consultant) to develop a comprehensive Watershed Management Plan (WMP) for the Klosterman Bayou Watershed (the "Watershed"), hereinafter referred to as the "Project;" and

WHEREAS, the Watershed lies within City and County limits, and

WHEREAS, the Watershed is a critical resource of both Parties; and

WHEREAS, the Project will establish best management practices to enhance floodplain management, stormwater flow, and water quality within the Watershed; and

WHEREAS, the City is agreeable to contributing to the Project cost based on the City's jurisdictional acreage of 10.71% within the Watershed; and

WHEREAS, total Project cost is estimated to be \$300,000; and

WHEREAS, the County has secured 50% of total Project cost (\$150,000) from the Southwest Florida Water Management District (SWFWMD); and

WHEREAS, 10.71% (City share) of the remaining \$150,000 Project cost is \$16,065.00; WHEREAS, 89.29% (County share) of the remaining \$150,000 Project cost is \$133,935.00; and

WHEREAS, the Parties wish to memorialize this cost sharing arrangement with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

I. County Responsibilities

- 1.1 The County shall perform the Project, as outlined in the Scope of Work attached hereto as Exhibit A.
- 1.2 The County shall engage the Consultant to assist in performing the Project.
- 1.3 For purpose of this Agreement, "Total Project Costs" is \$300,000. "Local Project Costs" equals 50% of Total Project Costs, which is \$150,000. The Parties acknowledge that SWFWMD is paying the remaining 50% (\$150,000) of Total Project Costs. A spreadsheet illustrating Total Project Costs is attached hereto as Exhibit B. The County shall pay 89.29% (up to \$133,935.00) of Local Project Costs.
- 1.4 The County shall invite the City to participate in all major meetings with the Consultant concerning the Project, including but not limited to kick-off meetings, major deliverable meetings, and public meetings.

2. City Responsibilities

- 2.1 The City shall pay 10.71% (up to \$16,065) of Local Project Costs pursuant to Section 3 below.
- 2.2 The City shall provide all available information and data requested by the Consultant in furtherance of the Project.
- 2.3 The City shall review all Project deliverables and provide any comments within specified review periods.
- 2.4 The City shall provide personnel for public meetings concerning the Project.

3. Invoicing

- 3.1 Upon completion of the entire Project, the County will, within one hundred eighty (180) days, furnish the City with two (2) copies of its final and complete billing of all City costs incurred in connection with the work performed hereunder. The final billing will show i) an accounting of total funds expended on the Project; (ii) supporting documentation for the work invoiced, including but not limited to any deliverables identified in the Scope of Work; and (iii) a brief Project Summary, and other relevant documents. All cost records and accounts will be subject to audit by a representative of the City.
- 3.2 Within thirty (30) days of receiving the final invoice, the City shall send the County either: (i.) full payment for the invoice; or (ii.) notice of any defects. If the City sends a notice of defects, the County shall have thirty (30) days from receipt of such notice to cure such defects.
- 3.3 Travel expenses are not reimbursable under this Agreement.

4. Records and Audit:

Each Party shall promptly provide copies or permit inspection of any records relating to the Project at the other party's request. Each Party agrees to fully comply with F.S. § 119, as applicable.

5. Project Managers

In order to assure proper coordination and review throughout the term of this Agreement, each Party designates a Project Manager as follows:

CITY

Anthony Mannello
Street and Stormwater Supervisor
City of Tarpon Springs
325 E. Pine Street
Tarpon Springs, FL 34689
Email: Amannello@ctsfl.us
Phone: 727-942-5606

COUNTY

Nabil Bawany, P.E., Engineer II
Stormwater & Vegetation Division
Pinellas County Public Works Department
22211 US Hwy 19 North
Clearwater, FL 33765
Email: nbawany@pinellascounty.org
Phone: 727-464-4199

Either Party may designate a replacement Project Manager, which shall become effective upon receipt of notice of such replacement designation by the other Party.

Unless otherwise provided herein, all notices, invoices, payments, approvals, and other correspondence required by law and this Agreement shall be in writing and delivered to the respective Project Manager via e-mail, USPS Certified Mail, or courier delivery service. Notice shall be considered delivered or received as reflected by an e-mail read receipt, certified mail delivery receipt, or courier service delivery receipt.

6. Term: Termination

- 6.1 This Agreement shall take effect after the County files a duly executed version of this Agreement with the Clerk of Circuit Court of Pinellas County. Unless otherwise terminated in accordance herewith, this Agreement shall expire after the City fully pays the final invoice for the Project pursuant to Section 3 above.
- 6.2 This Agreement may be terminated by either Party with cause immediately upon receipt of written notice by the other Party. However, prior to sending a termination notice, the non-breaching Party shall provide the breaching Party with thirty (30) days to cure the breach. Any breach of the terms herein are grounds for termination. In the event this Agreement is terminated, the County shall submit a final invoice for Local Project Costs incurred up to the date of termination; the City shall process that invoice consistent with Section 3.3 herein, notwithstanding the termination of this Agreement.

7. Entire Agreement: Modification

- 7.1 This Agreement embodies the whole agreement of the Parties. There are no promises, terms, or conditions other than those contained herein, and this Agreement shall supersede all previous communications, representations, and agreements, whether written or verbal, between the Parties.
- 7.2 This Agreement may be amended, extended, or terminated by mutual written agreement of the Parties at any time.

8. Liability

Each Party shall be responsible for its own negligence under this Agreement. Nothing herein shall be construed as a waiver of sovereign immunity, or the provisions of F.S. § 768.28, by either Party. Nothing herein shall be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement.

9. Fiscal Non-Funding

Each Party understands that the other Party's performance of this Agreement is contingent upon annual appropriation of funds by that Party's governing body for obligations hereunder. If a Party's governing body reduces or eliminates appropriations for obligations hereunder, that Party shall promptly notify the other Party. Upon the other Party's receipt of such notice, this Agreement shall terminate without penalty to either Party.

10. Choice of Law

This Agreement and the rights and obligations of the Parties shall be governed and construed according to the laws of the State of Florida. Any State litigation arising from this Agreement shall be filed in a court of competent jurisdiction in Clearwater, Pinellas County, Florida. Any Federal litigation arising from this Agreement shall be filed in the Middle District of Florida, Tampa Division.

11. Compliance with Laws

The Parties shall comply with all Federal, State, and local laws, regulations, and ordinances at all times.

12. Assignment

This Agreement may not be assigned by either Party without the written consent of the other Party.

13. Due Authority

Each Party to this Agreement represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the Party on whose behalf they are executing.

14. Severability

Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, such determination shall not render void, invalid, or unenforceable any other section or part of any section of this Agreement.

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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.

CITY OF TARPON SPRINGS
A municipal corporation of the State of Florida

PINELLAS COUNTY
A political subdivision of the State of Florida

By: *C. Alahouzos*
Chris Alahouzos, Mayor

By: _____
Dave Eggers, Chair

ATTEST:

By: *Irene S. Jacobs*
Irene Jacobs, City Clerk & Collector

WITNESS:

By: _____

APPROVED AS TO FORM:

By: *Thomas J. Trask*
Thomas J. Trask, City Attorney

APPROVED AS TO FORM:

By: *Brendan Mackesey*
County Attorney

