

INTERLOCAL AGREEMENT
FOR THE PURCHASE OF NORTH REDINGTON BEACH
WASTEWATER COLLECTION AND TRANSMISSION SYSTEM

THIS INTERLOCAL AGREEMENT FOR PURCHASE OF NORTH REDINGTON BEACH WASTEWATER COLLECTION AND TRANSMISSION SYSTEM made and entered into this ____ day of _____, 2025, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County" and the TOWN OF NORTH REDINGTON BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "North Redington Beach".

WHEREAS, North Redington Beach and the County find it to be in their best interests and mutually desirable for the County to acquire North Redington Beach's Wastewater Collection and Transmission System.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, North Redington Beach and the County agree as follows:

1. This Agreement between the County and North Redington Beach is made in accordance with Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969. The purpose of this Agreement is to facilitate the purchase by the County from North Redington Beach of its Wastewater Collection and Transmission System.
2. The following terms shall have the meanings herein ascribed to them:
 - A. "Mayor" shall mean the Mayor of the Town of North Redington Beach, Florida, or his designee.
 - B. "Wastewater Collection and Transmission System" shall mean North Redington Beach's current collection and transmission system which consists of three separate service areas or basins (see Exhibit "A") including but not limited to the gravity wastewater collection system, wastewater service connecting with easements or public rights-of-way, pump stations, force mains, manholes and other appurtenances. Two of the service areas flows to two separate pump stations owned and operated by North Redington Beach. The third service area flows directly to pump station 79, owned and operated by PCU and located at 190 173rd Ave. E. The flows from the first two service areas travel through gravity pipe and

force mains to PS 79. From PS 79, the collected flow is then pumped southward through a force main owned and operated by PCU. The force main crosses under the ICW at the Tom Stuart Causeway, eventually making its way to the South Cross Bayou Water Reclamation Facility for treatment. The collection and transmission system network consists of approximately 19,700 linear feet (3.73 miles) of gravity pipe, which is mostly eight inches in diameter. The pipe material appears to be predominantly vitrified clay. There are 91 manhole structures linking the pipe network. In addition, there is approximately 1,544 feet (0.29 miles) of sewer force mains.

3. North Redington Beach in consideration of the amount stated in paragraph 7 and other good and valuable consideration, acceptance of which is hereby acknowledged, hereby agrees to sell, convey, and assign and the County agrees to purchase North Redington Beach's entire Wastewater Collection and Transmission System including any and all necessary appurtenances within public easements, rights-of-way and private easements within the municipal limits of the Town of North Redington Beach. Notwithstanding the foregoing, no conveyance of land in fee simple is herein contemplated. North Redington Beach also agrees to sell, convey, and assign and the County agrees to purchase all contract rights of North Redington Beach in connection with such Wastewater Collection and Transmission System; the business of supplying wastewater service to users in the Town of North Redington Beach; all franchises; easements, including easements where wastewater collection and transmission facilities are located in public rights-of-way and publicly owned property; rights and privileges of North Redington Beach in connection with that business; all contract rights, claims and options of North Redington Beach in conjunction with that wastewater business for North Redington Beach 's entire service area; and all other rights both tangible and intangible that North Redington Beach owns, uses or is entitled to control in connection with the Wastewater Collection and Transmission System.
4. North Redington Beach agrees to transfer any and all currently held rights of interest in easements of record and/or not of record (as well as supporting documents) for easements on private property and public property. North Redington Beach also transfers all currently held rights of ingress and egress over property to access the Wastewater

Collection and Transmission System. North Redington Beach has no obligation to obtain any additional property rights for transfer to the County. North Redington Beach agrees to grant Pinellas County rights to operate, maintain, and replace existing pump stations on Town property.

5. The transfer of the Wastewater Collection and Transmission System pursuant to this Agreement shall not include the assumption by the County of any liability related to the Wastewater Collection and Transmission System which arises out of actions which occurred prior to the closing date of the sale of said system unless the County expressly assumes such liability. Consequently, County assumes no liability for any actions of North Redington Beach regarding the Wastewater Collection and Transmission System which occurred before the closing date, December 2, 2025.
6. The closing date for the sale by North Redington Beach and the purchase by the County of the Wastewater Collection and Transmission System shall be December 2, 2025, or on the first business day thereafter.
7. The consideration for the transfer of the Wastewater Collection and Transmission System shall be as set forth in this Section 7. On the closing date, North Redington Beach agrees to pay Pinellas County the Lump Sum Payment in the amount of Seven Hundred and Ninety Six Thousand, Seven Hundred and Twenty Four Dollars and Eleven Cents (\$796,724.11) by wire transfer. North Redington Beach agrees to pay Pinellas County the remaining amount as a payment plan. Each year for four years, North Redington Beach agrees to pay Two Hundred and Seven Thousand, One Hundred and Forty Eight Dollars and Twenty Seven Cents (\$207,148.27). The purchase price total is One Million, Six Hundred and Twenty Five Thousand, Three Hundred and Seventeen Dollars and Eighteen Cents (\$1,625,317.18). The Purchase Price shall be paid by wire transfer to Pinellas County's designated account and banking institution, as per instructions from the Finance Division of the Pinellas County Clerk of the Circuit Court and Comptroller. Payment instructions will be communicated via a secure communication once the contract is signed. The remaining 4 payments shall be made by the same method on December 2nd of each year (or the next business day if December 2nd is not a business day) for the next 4 years.

8. As the County is the current Billing Agent for the North Redington Beach Wastewater Collection and Transmission System, the final meter reading to be used for billing purposes will be made on December 2, 2025.
9. It is further mutually agreed that upon the date of sale, North Redington Beach shall convey its Wastewater Collection and Transmission System to the County by Absolute Bill of Sale (see Exhibit "B") with full warranties of title, without further expense or consideration on the part of the County.
10. North Redington Beach agrees that subsequent to closing, the County may use easements or rights-of-way for the construction, operation, maintenance, replacement, and rehabilitation of the Wastewater Collection and Transmission System at locations mutually acceptable to both parties.
11. Effective on December 2, 2025, the County and North Redington Beach mutually agree that the Wastewater Collection and Transmission System in public easements and rights-of-way, including pumping stations, force mains and other appurtenances, shall be incorporated into the Pinellas County Sewer System for operation, maintenance, administration, renewal and replacement. Such operations shall be consistent with the policies and procedures as practiced throughout the Pinellas County Sewer System.
12. Rates, connection fees, charges, assessments, and other applicable fees imposed on the wastewater customers and potential customers, within the North Redington Beach wastewater service area, will be the same as may be in effect and as may be revised as those that are charged to other County wastewater customers for similar service and shall be billed by and paid to Pinellas County Utilities. The County will revise the rates from time to time to meet the obligations of the County's utilities sewer fund, consistent with obligations to bond holders or policies approved by the Board of County Commissioners of Pinellas County, Florida. Notwithstanding the foregoing, the County hereby covenants that the rates for Pinellas County sewer customers in effect as of December 2, 2025, shall apply to customers within North Redington Beach. The County reserves the right to increase rates as needed for fiscal, operational, or capital reasons. The effective date for implementing County wastewater rates and fees within North Redington Beach will be the first full or partial billing cycle after December 2, 2025.
13. North Redington Beach and the County mutually agree that the County's current

wastewater ordinances and as they may be amended in the future are enforceable in North Redington Beach and further that this enforceability of the County wastewater ordinances in North Redington Beach is a condition of sale and is irrevocable and shall survive the termination of the Agreement.

14. The County hereby covenants that neither North Redington Beach, nor any customers of the Pinellas County utility system within North Redington Beach will be responsible for connection charges or impact fees resulting solely from the transfer of the Wastewater Collection and Transmission System from North Redington Beach to the County. In other words, said transfer shall not cause existing customers within North Redington Beach to become new customers of the County who would otherwise be responsible for connection charges and/or impact fees.
15. The Agreement for Wastewater Transmission, Treatment, and Disposal Services between Pinellas County and the Town of North Redington Beach dated January 1, 2001, is terminated effective December 2, 2025.
16. The Agreement shall be effective upon filing of a fully executed copy of this Agreement with the Clerk of Circuit Court of Pinellas County, Florida pursuant to Section 163.01 (11), Florida Statutes.

SIGNATURE PAGE TO FOLLOW



Legend

-  Manhole
-  Gravity Main
-  PCU Pressurized Main
-  Pump Station



IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement for Purchase of North Redington Beach's Wastewater Collection and Transmission System the day and year first above written.

ATTEST:

CLERK OF CIRCUIT COURT
KEN BURKE

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

By: _____
Deputy Clerk

By: _____
Chairman

TOWN OF NORTH REDINGTON
BEACH, PINELLAS COUNTY, FLORIDA

By: _____
Mayor

ATTEST:

By: Maria Shree

APPROVED AS TO FORM

By: Miles Belknap
Office of the County Attorney

EXHIBIT "B"
BILL of SALE

THIS BILL OF SALE evidencing the sale and conveyance of the North Redington Beach Wastewater Collection and Transmission System, as described in that Interlocal Agreement for Purchase of North Redington Beach Wastewater Collection and Transmission System is made and executed this _____ day of _____, 2025, by North Redington Beach, called the Seller, to Pinellas County, called the Buyer.

WITNESSETH: That the Seller, for and in consideration of the sum of ONE MILLION, SIX HUNDRED AND TWENTY FIVE THOUSAND, THREE HUNDRED AND SEVENTEEN DOLLARS AND EIGHTEEN CENTS (\$1,625,317.18) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Buyer, North Redington Beach's entire Westwater Collection and Transmission System as described in the Agreement attached hereto and incorporated herein.

SAID Transferred Assets also include all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, including but not limited to, all appurtenant and in gross easement rights for the operation, installation, and maintenance of said facilities.

IN WITNESS WHEREOF, the Seller has caused these presents to be executed in its name and its seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST:

CITY OF NORTH REDINGTON BEACH
PINELLAS COUNTY, FLORIDA

By: _____
City Clerk

By: _____
Mayor

Approved as to From

By: _____
City Attorney