

**COOPERATIVE AGREEMENT BETWEEN
PINELLAS COUNTY AND THE CITY OF TARPON SPRINGS
FOR THE DEVELOPMENT
OF THE COMPREHENSIVE WATERSHED MANAGEMENT PLAN
FOR ANCLOTE RIVER**

This COOPERATIVE AGREEMENT BETWEEN PINELLAS COUNTY AND THE CITY OF TARPON SPRINGS FOR THE DEVELOPMENT OF THE COMPREHENSIVE WATERSHED MANAGEMENT PLAN FOR ANCLOTE RIVER ("AGREEMENT") is entered into this 31 day of March, 2017, by and between PINELLAS COUNTY, a political subdivision ("COUNTY"), and the CITY OF TARPON SPRINGS, a municipal corporation ("TARPON SPRINGS"), together collectively known as "PARTNERS."

W I T N E S S E T H :

WHEREAS, this AGREEMENT is for the purpose of developing a Comprehensive Watershed Management Plan for the Anclote River ("WMP");

WHEREAS, the WMP shall encompass the entire Anclote River Basin, depicted in Exhibit A as the "Project Area" attached hereto;

WHEREAS, PARTNERS agree that the Anclote River is a critical resource of COUNTY;

WHEREAS, PARTNERS acknowledge that the Anclote River has conveyance and water quality issues including impaired waters as designated by § 62-303 F.A.C. existing within the Project Area;

WHEREAS, State Total Maximum Daily Load ("TMDL") regulations are incorporated into National Pollutant Discharge Elimination System ("NPDES) permits jointly held by PARTNERS;

WHEREAS, said regulations and permits encourage local governmental agencies such as PARTNERS to cooperate extensively on watershed studies and projects; and

WHEREAS, such intergovernmental cooperation results in more efficient, cost effective watershed management and less duplication of efforts by PARTNERS.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, conditions, and terms set forth herein, PARTNERS hereby mutually agree as follows:

SECTION 1. PURPOSE

The purpose of this Agreement is to set forth the relationship of the PARTNERS with respect to the following:

- A. To define the general responsibilities of the PARTNERS in developing the WMP.
- B. To establish a cost allocation method to ensure equitable distribution of costs.

SECTION 2. GENERAL RESPONSIBILITIES - WMP development

- A. PARTNERS shall engage and secure a consultant ("Consultant") to develop the WMP.
- B. COUNTY shall execute and administer a contract with Consultant to develop the WMP (the "Consultant Contract").
- C. COUNTY shall ensure the Consultant Contract includes a clause stipulating, in no specific terms, that the WMP be completed by the Consultant on or before March 31, 2019, except as otherwise provided in the Consultant Contract.
- D. PARTNERS shall provide available information and data as requested by the Consultant for use in developing the WMP.
- E. PARTNERS shall review all deliverables submitted by the Consultant and, if necessary, submit comments as provided for in the deliverables within the review periods specified therein.

SECTION 3. WMP BUDGET AND COST ALLOCATION

A. WMP Cost

- 1. The total cost of the WMP is estimated at \$800,000.00.
- 2. This total cost is included in the Pinellas County Surface Water Assessment/Fee Budget under Project Number 003064A.

B. Grants

The COUNTY has secured \$400,000.00 in grant funding from the Southwest Florida Water Management District (SWFWMD) for the WMP.

C. Cost Allocation and Payment

1. The basis for cost allocation shall be the WMP estimated total cost of \$800,000.00 minus the SWFWMD grant funding of \$400,000.00, for an amount of \$400,000.00 to be allocated proportionately between PARTNERS as follows:
 - i. COUNTY: 62% or \$248,000.00.
 - ii. TARPON SPRINGS: 38% or \$152,000.00.
2. TARPON SPRINGS shall reimburse COUNTY for TARPON SPRINGS' proportionate share, which COUNTY shall invoice TARPON SPRINGS on a quarterly basis. Payments shall be made within forty-five (45) days of receipt of the invoice, and TARPON SPRINGS may request supporting documentation from COUNTY to process said invoices for payment. COUNTY shall provide the requested documentation within seven (7) days of receipt of the request.
3. TARPON SPRINGS shall make payments to COUNTY via certified check payable to the "Pinellas County Board of County Commissioners." Payments shall be delivered to:

Finance Division Accounts Receivable
Pinellas County Board of County Commissioners
Post Office Box 2438
Clearwater, FL 33757

4. Should the total cost of the WMP exceed the \$800,000.00 estimated, COUNTY shall be responsible for paying the exceedance.

SECTION 4. FILING

Upon final execution of this Agreement, the original shall be filed with the Clerk of Circuit Court of Pinellas County pursuant to Section 163.01, Florida Statutes.

SECTION 5. NOTICES

Except for payments as referenced in Section 3(C)(3) of this Agreement above, all notices, invoices, and other written communications between PARTNERS shall be sent by electronic mail, certified U.S. mail, or courier delivery service. Notices shall be considered effective when delivered as reflected by an electronic mail read receipt, a certified mail delivery receipt, or a courier service delivery receipt. Any notices, invoices, payments, and written communications shall be delivered to each party's Project Manager as provided below:

<u>COUNTY:</u> Pinellas County Environmental Management Division Attn: Robert Burnes 22211 US Hwy 19 N., Bldg 10 Clearwater, FL 33765 rburnes@pinellascounty.org	<u>TARPON SPRINGS:</u> City of Tarpon Springs Streets & Stormwater Division Attn: Anthony Mannello 325 E. Pine Street Tarpon Springs, FL 34689 amannello@ctsfl.us
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SECTION 6. RECORDS AND AUDIT REQUIREMENTS

- A. Each party recognizes that its records relating to this AGREEMENT may be public records subject to Chapter 119, Florida Statutes, and agree to fully comply with said statute. Each party shall retain all such records in a manner that permits their inspection and disclosure under Chapter 119, Florida Statutes, as applicable.
- B. Above and beyond any requirements imposed by Chapter 119, Florida Statutes, each party shall retain all records relating to this AGREEMENT in accordance with Generally Accepted Accounting Principles for a period of at least three (3) years after final payment by TARPON SPRINGS is made. Such records are subject to audit by either party at any time during the term of this AGREEMENT and three (3) years after final payment by TARPON SPRINGS is made, the cost of the audit to be paid by the party seeking the audit.

SECTION 7. ENTIRE AGREEMENT AND MODIFICATION

- A. This AGREEMENT embodies the whole agreement of PARTNERS. There are no promises, terms, conditions, or allegations other than those contained herein and this AGREEMENT shall supersede all previous communications, representations, and/or agreements, whether written or verbal, between the parties hereto.
- B. This AGREEMENT may be modified or amended, however, by mutual written agreement of PARTNERS at any time.

SECTION 8. TERMINATION

This AGREEMENT may be terminated by:

- A. Mutual written agreement of PARTNERS at any time;
- B. With cause by either party immediately upon written notice to the other party; or

- C. Without cause by either party upon thirty (30) days' written notice to the other party.

In any notice of termination submitted in accordance with subsection B or C above, the terminating party may specify conditions the other party may meet to nullify the termination.

SECTION 9. FUNDING LIMITATION

Each party understands that the other party's performance of this AGREEMENT is contingent upon annual appropriation of funds by the Pinellas County Board of County Commissioners and the Tarpon Springs Commission respectively allocated for the parties' obligations hereunder. If such appropriations by the Pinellas County Board of County Commissioners or Tarpon Springs City Commission are reduced or eliminated, authorization for continuation and completion of work and payment associated therewith may be rescinded immediately at the discretion of COUNTY or TARPON SPRINGS respectively upon proper written notice to the other party. This AGREEMENT shall terminate upon delivery of such notice, unless otherwise stipulated by COUNTY or TARPON SPRINGS therein. Each party understands that this AGREEMENT is not a commitment of future appropriations by the Pinellas County Board of County Commissioners or Tarpon Springs City Commission.

SECTION 10. AGREEMENT TERM

This AGREEMENT shall take effect upon execution by both parties and shall remain in effect until March 31, 2019, unless renewed or extended by mutual written agreement of PARTNERS.

SECTION 11. HOLD HARMLESS

Each party agrees to be fully responsible for its own acts of negligence, or its respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence to the extent permitted by section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either party to be sued by third parties in any manner arising out of this AGREEMENT.

[The rest of this page intentionally left blank.]

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

PINELLAS COUNTY

By: Mark J. Woodard
Mark Woodard, County Administrator

~~ATTEST: Ken Burke, Clerk~~

By: Della Kly

APPROVED AS TO FORM:

By: [Signature]
Office of County Attorney

CITY OF TARPON SPRINGS

By: [Signature]
Mayor

Reviewed and Approved: [Signature]
City Attorney

Attest: [Signature]
City Clerk

