

**INTERLOCAL AGREEMENT
CONCERNING THE FEDERAL ANCLOTE RIVER DREDGE PROJECT**

THIS INTERLOCAL AGREEMENT CONCERNING THE FEDERAL ANCLOTE RIVER DREDGE PROJECT (this “AGREEMENT”) is made and entered into as of this 21 day of December, 2021, by and between Pinellas County, a political subdivision of the State of Florida (the “COUNTY”), and the City of Tarpon Springs, a municipal corporation of the State of Florida (the “CITY”).

WITNESSETH:

WHEREAS, the U.S. Army Corps of Engineers (the “Corps”) is currently entering the dredging/construction phase of the Federal Anclote River Navigation Channel Dredge Project (the “Project”);

WHEREAS, on July 10, 2020, the CITY and the Corps entered into a memorandum of agreement pursuant to which the CITY agreed to serve as the local sponsor for the Project and pay the Corps \$300,000 for Project design;

WHEREAS, on April 9, 2019 the COUNTY and the CITY entered into an interlocal agreement, whereby the COUNTY agreed to fully reimburse the CITY for the \$300,000 payment (the “Original Agreement”);

WHEREAS, on September 30, 2020, the Original Agreement expired;

WHEREAS, on August 17, 2021 the Corps unexpectedly notified the CITY of the availability of unused funds totaling \$214,176.08 of the \$300,000 payment and the opportunity to refund the unused funds to the CITY (the “Proposed Corps Refund”);

WHEREAS, the Proposed Corps Refund has not yet been accepted or received by the CITY as of the effective date of this AGREEMENT.

WHEREAS, the CITY desires to expend the Proposed Corps Refund on Project costs associated with dredge spoil site management, control, oversight, and restoration;

WHEREAS, the COUNTY is agreeable to such expenditure of the Proposed Corps Refund;
and

WHEREAS, because the Original Agreement has expired, a new interlocal agreement is preferred to authorize such expenditure of the Proposed Corps Refund.

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged by the parties, it is hereby agreed by and between the parties as follows:

1. RECITALS

The recitals above are affirmed as true and incorporated herein.

2. CITY OBLIGATIONS

The CITY shall continue to serve as the Local Sponsor of the Project at a minimum through Project completion. The CITY agrees to spend the Proposed Corps Refund (\$214,176.08) on eligible post-design Project expenses where such expenses are categorized as dredge spoil site management, control, and physical restoration. Should all such eligible post-design Project activities be completed in such a manner that the full amount of the Proposed Corps Refund is not fully utilized, then the CITY shall promptly refund any remaining unexpended amount of the Proposed Corps Refund to the COUNTY. The preceding sentence shall survive the expiration or termination of this AGREEMENT.

3. COUNTY OBLIGATIONS

So long as the CITY satisfies its obligations under Section 2 above, the COUNTY agrees not to pursue recovery of the Proposed Corps Refund from the CITY.

4. AGREEMENT TERM

This AGREEMENT shall commence upon the filing of a fully executed document with the Clerk of the Circuit Court. This AGREEMENT shall expire on the date that the Project Agreement expires or terminates.

5. AMENDMENTS

This AGREEMENT may be modified, amended, or extended only by a document in writing executed by the parties.

6. DEFAULT AND TERMINATION

If the CITY does not comply with any of its obligations under this AGREEMENT, the COUNTY shall provide the CITY with at least sixty (60) days to cure such non-compliance. If the CITY fails to timely cure such non-compliance, the COUNTY may recover the full Proposed Corps Refund amount (\$214,176.08) from the CITY, less any eligible prior CITY expenditures as described in Section 2 above. Upon such recovery, this AGREEMENT shall terminate.

This AGREEMENT may be terminated by the CITY at any time by refunding the full Proposed Corps Refund amount to the COUNTY. This AGREEMENT may also be terminated by the CITY in accordance with Section 13 (“Condition Precedent”) below.

In accordance with Section 5 (“Amendments”) above, this AGREEMENT may also be terminated at any time by mutual written agreement of the parties.

The failure of either party to require the performance of any term or obligation of this AGREEMENT, or the waiver by either party of any breach of this AGREEMENT, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

The delivery of notices and refunds under this Section 6 (“Default and Termination”) shall fully comply with all provisions set forth in Section 7 (“Notices”) below.

7. NOTICES

To assure proper coordination and review throughout the term of this AGREEMENT, the parties each designate a Project Manager as follows:

CITY

Tarpon Springs Project Administration
Robert R. Robertson, P.E, Dept. Director
324 East Pine Street
Tarpon Springs, FL 34689
rrobertson@ctsfl.us

COUNTY

Pinellas County Public Works
Kelli Hammer Levy, Dept. Director
22211 U.S. 19 N, Building #10
Clearwater, FL 33765
klevy@pinellascounty.org

The Project Managers shall be responsible for transmitting and receiving all communications concerning this AGREEMENT. All notices, invoices, payments, refunds, approvals, demands, and other correspondence required by this AGREEMENT and by law shall be in writing sent via e-mail or USPS Certified Mail to the respective Project Manager. Notice shall be considered delivered or received as reflected by an e-mail read receipt or certified mail delivery receipt.

8. RECORDS AND AUDIT

The CITY agrees:

- a) To retain all data, financial records, statistical records, and any other records (including electronic storage media) pertinent to this AGREEMENT (“Records”) for a period of five (5) years after termination or expiration of this AGREEMENT or, if an audit has been initiated in accordance with subsection c) of this Section 8 below and audit findings have not been resolved at the end of five (5) years, Records shall be retained until resolution of the audit findings.
- b) To maintain all Records in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of funds provided by the COUNTY under this AGREEMENT.
- c) To assure that all Records are subject at all reasonable times for inspection, review, audit, and duplication by COUNTY personnel, and other personnel duly authorized by the COUNTY.
- d) To fully comply with the provisions of Chapter 119, Florida Statutes, as applicable.
- e) To include all requirements in this Section 8 in all approved contracts and subcontracts under this Agreement.

9. LIABILITY

The COUNTY shall not be responsible or liable for the operation, maintenance, or capital refreshment of any assets resulting in any way from the Project. The CITY shall indemnify,

defend, pay the cost of defense—including attorney’s fees—and hold harmless the COUNTY, and all of its officers, employees, and agents, against all claims of any nature arising from the Project, except to the extent such claim arises from the COUNTY’s negligence. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by either party to be sued by third parties in any manner arising out this AGREEMENT or contracts related thereto.

10. ENTIRE AGREEMENT

This AGREEMENT reflects the full and complete agreement between the parties regarding the subject matter contained herein and supersedes all prior or contemporaneous agreements (whether oral or written) between them regarding same.

11. GOVERNING LAW

The laws of the State of Florida shall govern this AGREEMENT.

12. SEVERABILITY

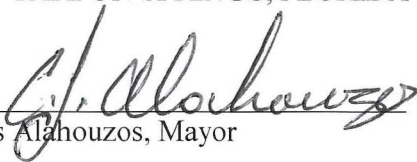
The terms and conditions of this AGREEMENT shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this AGREEMENT shall continue in full force and effect, unless the particular clause, term, or condition held to be illegal, or void renders the balance of the AGREEMENT impossible to perform.

13. CONDITION PRECEDENT

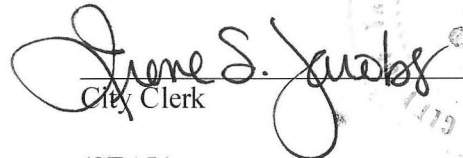
CITY receipt and acceptance of the Proposed Corps Refund is a condition precedent to the parties’ performance of this AGREEMENT. If, prior to CITY receipt and acceptance of the Proposed Corps Refund, the Corps, rescinds the Proposed Corps Refund in writing, the CITY shall immediately notify the COUNTY; upon the COUNTY’S receipt of such notice this AGREEMENT shall terminate with no action due by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF TARPON SPRINGS, FLORIDA

By: 
Chris Alahouzos, Mayor

ATTEST


City Clerk

(SEAL)



Approved as to Form:


City Attorney

PINELLAS COUNTY, FLORIDA

By: 
Barry A. Burton, County Administrator

APPROVED AS TO FORM

By: 
Office of the County Attorney